.. 099537

.. LED AND RECORDED AT REQUEST OF <u> Dominick Belingheri</u> Oct. 21, 1992

1.5.5 MINUTES FAST 9 O'CLOCK

103 OF OFFICIAL

WHEN RECORDED RETURN TO:

MOAFA VALLEY FEDERAL CREDIT UNION P O BOX 654 OVERTON, NV 89040

76811 FQ

╛

SECURDS, PAGE 603 - LINCOLN LINTY NEVADA. eniles Setzer

A.L.M IN BOOK_

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 6, 1992 . The grantor is GLENN A. VAN ROEKEL AND DARLENE F. VAN ROEKEL, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). The trustee is FIDELITY NATIONAL TITLE INSURANCE COMPANY

("Trustee"). The beneficiary is MOAPA VALLEY FEDERAL CREDIT UNION

which is organized and existing under the laws of address is 220 S MAIN, OVERTON, NEVADA

CLARK COUNTY

("Lender"). Borrower owes Lender the principal sum of This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

LINCOLN COUNTY

County, Nevada:

PARCEL NO. 1 OF PARCEL MAP RECORDED IN BOOK "A-1" OF PLATS AT PAGE 191, UNDER DOCUMENT NO. 74907 AND BEING A PORTION OF THE SOUTH HALF (S 1) OF THE NORTHEAST QUARTER (NE 1) AND THE NORTH HALF (N 1) OF THE SOUTHEAST QUARTER (SE 1) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B.EM., LINCOLN COUNTY, NEVADA.

which has the address of 101 CEMETERY ROAD ("Property Address");

CALIENTE

[Street, City],

[Zip Code]

Form 3029 9/90

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

WP MORTGAGE FORMS (313:293 8100 (800:521-729)

BODK 103 PAGE 603

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurte fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any suris payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an

Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

suan pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

of the Property, shall apply any Pullus held by Lehder at the line of acquisition of sale as a cream against the security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note: second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly girn which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3029 9/90

103 ... 604

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

Property insured against loss by Irre, nazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leaschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to th

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 8. Mortgage Insurance, If Lender required mortgage insurance as a condition of making the loan secured by this Security

Form 3029 9/90

BOCK 103 MAGE 605

yments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borro ver notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which th

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs. It and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument payments and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower that covery that Borrower's interest in the Proper

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

Form 3029 9/90

8007 103 PAGE 606

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this curity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the

is suid or transferred (or if a beneficial interest in Borrower is ord or transferred and Borrower is not a natural person) without Lender's pior written consent. Lender may, at its option, require immediate payment in fall of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is probabled by federal law as of the date of this Security Instrument. If Borrower fails to pay these sums prior to the explaration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate, If Borrower meets certain conditions, Borrower shall have the right to have efforcement of this Security Instrument without further notice or demand on Borrower for this Security Instrument and the form of the capitation of this period, Lender may invoke any remedies permitted by this Security Instrument through the prior to the carrier of (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred, (b) curves any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, the contract of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration by Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration by Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration to the Loan Servicer whereby shall remain fully effective as if no acceleration to the payme

. •			
		,	
•		,	•
	4		
	-		\
demand on Borrower, shall sell the I terms designated in the notice of sale sale of all or any parcel of the Prope Lender or its designee may purchase Trustee shall deliver to the put expressed or implied. The recitals in the .in. Trustee shall apply the proc not limited to, reasonable Trustee's a	in one or more parcels and in rty by public announcement the Property at any sale, rchaser Trustee's deed conve- the Trustee's deed shall be p- geds of the sale in the follow	in any order Trustee determin at the time and place of any sying the Property without a rima facie evidence of the tru- ing order: (a) to all expenses	nes. Trustee may postpone previously scheduled sale. ny covenant or warranty, the of the statements made of the sale, including, but
excess to the person or persons legali 22. Reconveyance. Upon paym reconvey the Property and shall surro	y entitled to it. ont of all sums secured by the ender this Security Instrument	his Security Instrument, Lend and all notes evidencing del	er shall request Trastee to nt secured by this Security
Instrument to Trustee. Trustee shall recentified to it. Such person or persons s 23. Substitute Trustee. Lender, any Trustee appointed hereunder. With	hall pay any recordation costs at its option, may from time I	to time remove Trustee and ap	point a successor trustee to
and duties conferred upon Trustee here 24. Assumption Fee. If there \$	in and by applicable law.	and the same of th	The state of the s
25. Riders to this Security Instr Security Instrument, the covenants and the covenants and agreements of this S [Check applicable box(cs)]	agreements of each such rider	shall be incorporated into and	shall amend and supplement
Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	Condominium Rid Planned Unit Deve Rate Improvement Other(s) [specify]	elopment Rider 🔲 Biweek	nily Rider ly Payment Rider Home Rider
ı			
BY SIGNING BELOW, Borrower as in any rider(s) executed by Borrower a Witnesses:	r accepts and agrees to the terr and recorded with it.	ns and covenants constined in	this Security Instrument and
	The state of the s	ENN A. VAN ROEKEL ial Security Number	-Borrower
		RLENE F. VAN ROEKEL ial Security Number	Lachel (Scal) Borrower
	(Scal)	iai security realises	(Scal)
Social Security Number	Borrower	ial Security Number	-Bostower
	LARK	County ss:	hafara ma the understand
On this 6TH day of a notary public in and for the County	OCTOBER and State aforesaid. GLENN	A. VAN ROEKEL AND DA	before me, the undersigned, RLENE F. VAN ROEKEL to be the person described in
and who executed the within and foreg the same freely and voluntarily and fo IN WITNESS WHEREOF, I he CLARK	r the uses and purposes thereing ave hereunto set my hand and	nowledged to me that T mentioned.	he y executed
My Commission Expires: 115 4-3	No	tary Public unty of Clark	, State of Nevada
Notary Public-State Of Ne COUNTY OF CLARK LIZ MUNFORD My Commission Expert	Page 6 of 6		Form 3028 9/90
Nov 4, 1994	[]	ļ.	ecci 103 mae 608