Lincoln County

AFTER RECORDING RETURN TO

Ma sunotten & Company Inc. 2810 W. Charleston Blvd., F-58 State of Nevaday Vages, Nevada 89102

DEED OF TRUST

3322351389703

25107104

ESCROW NO. 57883 VB

THIS DEED OF TRUST ("Security Instrument") is made on

March 10th, 1993

RUSSELL N LLOYD, AND GINA LLOYD, HASBAND/WIFE

("Borrower"). The trustee is

NATIONAL TITLE COMPANY

("Trustee"). The beneficiary is

MARGARETTEN & COMPANY, INC. the State of New Jersey which is organized and existing under the laws of

("Lender"). Borrower owes Lender the principal sum of Fifty— Two Thousand, Four Hundred Twenty— Eight—and 00/100

Dollars (U.S. \$ 52,428.00). This debt is evidented by Borrower. One Rosson Rosd, Iselin, New Jersey, 08830

Fifty- Two Thousand, Four Hundred Twenty- Eight and 00/100

Dollars (U.S. \$ 52,428.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1st, 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced use rote, who incress, and an renewals, extensions and modifications, (o) the parameter of an increase, arresponding under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with the power of sale, the following described property located in

County, Nevada:

LOT HUMBERED 111 IN SUN GOLD MANOR ADDITION TO THE TOWN OF PANACA, COUNTY OF LINCOLN, STATE OF HEVADA.

which has the address of

HOLLINGSHEAD ST PANACA, NV 89042

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or bereafter 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 mortgage, 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.

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments with the principal with the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance

levied or to be levied against the Property, (b) leasehold payments or ground tents out trapenty as reasonably estimated by required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full Lender, plus an amount for each item shall be accumulated by Lender within a period ending one month before an item would become aliquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent. If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments if at any time the total of the payments of such items, exceeds by more than one-sixth the estimated amount of for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of for such items, exceeds by more than one-sixth the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) or (c) is insufficient to pay Borrower, at the option of Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item theomet due.

becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium with Lander mortgage insurance premium with Lander one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal leatence due on the Nota.

balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instand of the monthly mortgage insurance premium:

of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance miums as required:

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in

Fight, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now is existence or subsequently erected, against say hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender, by Borrower. Each insurance company concerned is bereby authorized and directed to make payment for such loss directly to Lender, by Borrower. Each insurance company concerned is bereby authorized and directed to make payment for such loss directly to Lender, by Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument or other transfer of title to the Property the Excitagoushes the indebtedness, all right, title and interest of Borrower in Instrument or other transfer of title to the Pr

municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments to the payments for the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard inpurance and other times mentioned in Paragraph 2. insurance and other items mentioned in Paragraph 2

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of the ствай таког Lender, shall be immediately due and payable.

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7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Leader shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

5. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security

Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(u) the property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary. (c) Treatment of the content of the purchaser of grantee and the properties are the purchaser of the secretary. (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize societarion or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Instruced. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for innurance under the National Hussing Act within 60 days from the date hereof, Lender may as its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument and the Note secured thereby, shall be deemed. A written statement of any subhorized agent of the Secretary dated subsequent to 60 days from the declining to insure this Security Instrument and the Note secured thereby, shall be deemed. Security Instrument in the security instrument. Borrower has a right to be criticated if Lender has required as immediate payment in full because of Security Instrument. Borrower has security instrument. Borrower has security instrument and the obligations that the security instrument. Borrower in the security instrument in the security instrument in the security instrument in the principal security instrument and the obligations that the security instrument in the security instrument in the principal security instrument and th

security only.

If Lender gives notice of breach to Borrower. (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as fold 17. Foreclosure Procedure. Lender at its option, and without further demand, must he right to accelerate full payment of the Note, and any other remedies permitted by apto collect all expenses incurred in pursuing the remedies provided in this paragrap reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to exe of an event of default and of Lender's election to cause the Property to be sold, and in each county in which any part of the Property is located. Lender shall mail copies of law to Borrower and to the persons prescribed by applicable law. Trustee shall give print the manner prescribed by applicable law. After the time required by applicable Borrower, shall sell the Property at public auction to the highest bidder at the time and in the notice of sale in one or more parcels and in any order Trustee determines. Trustee of the Property by public announcement at the time and place of any previously or implied. The recitals in the Trustee's deed shall be printa facie evidence of the to Trustee shall deliver to the purchaser Trustee's deed conveying the Property without or implied. The recitals in the Trustee's deed shall be printa facie evidence of the to Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security I person or persons legally entitled to it. 18. Reconveyance. Upon payment of all sums secured by this Security Instrument, L the Property and shall surrender this Security Instrument and all Notes evidencing debt secured Trustee shall reconvey the Property without warranty and without charge to the person or per or persons legally entitled to it. 19. Substitute Trustee. Lender, at its option, may from time to time remove Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall conferred up	ay invoke the power of sale, including phicable law. Lender shall be entitled to, 17, including, but not limited to, 18, including, but not limited to, 19, including, but not limited to, 19, including, but not limited to, 19, including such notice to be recorded the notice as prescribed by applicable ublic notice of sale to the persons and le law. Trustee, without domain on place and under the terms designated usies may postpone sale of all or any cineduled sale. Lender or its designate that the sale, including, but not limited instrument; and (c) any excess to the lender shall request Trustee to reconvey do by this Security Instrument to Trustee, the sale, including that to Trustee, the sale is sale in the sale in t
21. Riders to this Security Instrument. If one or more riders are executed by Bo Security Instrument, the covenants and agreements of each such rider shall be incorporated in covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument.	errower and recorded together with this nto and shall amend and supplement the
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this sexecuted by Borrower and recorded with it.	Security lastnument and in any rider(s)
RUSSELL N LLOYD-Borrower 61MA LLOYD-Borr	Clays
-Borrower -Borrower	
STATE OF NEVADA Clark COUNTY sa: On this 19th day of March, 1993 undersigned, a notary public in and for the County and State aforesaid, RUSSELL M. LLOYD AND GINA LLOYD	, personally appeared before me, the
in and who executed the within and foregoing instrument, and who acknowledged to me the same freely and voluntarily and for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have bereunto set my hand and affixed my official seal at a CLARK , the day and year in this Certificate first above written.	
My Commission expires: 7/2/96 NOTARY PUBLIC NOTARY PUBLIC County of Clark-State of Newsful VALTPIC K. BUSSIY My Appointment Laptices July 2, 1996 REQUEST FOR RECONVEYANCE	VALERIE K. BUSSEY Clark , State of Nevada
TO TRUSTEE: The undersigned is the holder of the Note or Notes secured by this Deed of Trust. Said indebtedness secured by this Doed of Trust, have been paid in full. You are hereby directe Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the esta Trust to the person or persons legally entitled thereto.	ed to cancel said Note or Notes and this
Date:	
NEVADA FHA DEED OF TRUST MAR-2701 PAGE 4 OF 4 (Rev 7/91) Raymon MAR-2701 O'PRI	mes 105 mm 396

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March 29, 1993

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RECORDS, PAGE 393 LINCOLN

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VINCEN STATES Yuriko Setzer COUNTY RECENTES

By Julia Truelur, Deputy

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