

Lincoln County

DEED OF TRUST
THIS DEED OF TRUST SECURES FUTURE ADVANCES

908567 HH

This Deed of Trust, made this 14th day of OCTOBER, 1993 between RICHARD E. HIGBEE and CINDY L. HIGBEE, herein called TRUSTOR, whose address is SECURITY PACIFIC FINANCIAL SERVICES INC, herein called BENEFICIARY, whose address is 850 E. FLAMINGO ROAD SUITE 139, LAS VEGAS, NV 89119 and AND TITLE COMPANY, herein called TRUSTEE, whose address is 20 SOUTH 7th STREET, LAS VEGAS, NV 89101
TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property LINCOHN County, Nevada, described as:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

known as 123 WESTSIDE ROAD, ALAMO, NV 89041

(Number and Street)

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, except as restricted or prohibited by law, all of which, for the purpose of this deed of trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises."

HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to trustee and his heirs, administrators, successors and assigns.

THE PURPOSE OF SECURING: (1) the repayment of the indebtedness evidenced by that certain

Revolving Loan Agreement of even date herewith, which obligates Beneficiary, subject to the conditions stated therein, to advance to Trustor up to credit limit of \$ N/A, plus finance and other charges; or

Note of even date herewith, in the principal sum of \$ 40,163.06, payable in monthly installments of principal and interest, the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 19, 2008; payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained; and (2) the repayment of any future advances with interest thereon, made by Trustor to Beneficiary and any renewals or extensions thereof.

PROTECT THE SECURITY OF THE WITHIN DEED OF TRUST, TRUSTOR(S) AGREES: (1) To keep said premises insured against fire and such other perils as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, in such companies as Beneficiary may from time to time approve and to keep the policies therefor, property endorsed, on deposit with Beneficiary; that loss proceeds (less expense of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the payment of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, or upon the premises secured hereby, or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the date fixed by law for the first charge or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) To keep said premises free from all prior liens and upon demand of Beneficiary to pay and procure release of any lien which in any way may impair the security of this Deed of Trust. (4) In the event of default by Trustor under paragraphs 1, 2 or 3 above, Beneficiary, at its option thereafter electing to declare the whole indebtedness secured hereby due and collectible or not, may (a) effect the insurance above provided for and the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such and all such disbursements, with charges thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Trustor to Beneficiary. (5) To keep the premises and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Beneficiary to enter the premises at reasonable times for the purpose of inspecting the premises. To complete or restore promptly and in a good and workmanlike manner any improvements which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and material furnished therefor; (6) That, if any person of the Note or Agreement, he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Note or Agreement his Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of Trustor for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that the premises are free and clear of any and all encumbrances whatsoever, and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever. (8) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; to pay all costs and expenses, including costs of evidence of title and reasonable Attorney's fees if permitted by law, in any such action or proceeding in which Beneficiary or Trustee may appear or in any suit brought by Beneficiary to foreclose this Trust Deed. (9) In the event the Trustor transfers the ownership of the said premises, or any part thereof, the entire unpaid balance of the debt secured hereby shall immediately become due and payable at the option of Beneficiary, provided that Beneficiary may permit such transferee(s) to assume Trustor's obligations hereunder.

MUTUALLY AGREED THAT: (1) If the said Trustor shall fail or neglect to pay installments on said Note or Agreement as the same may hereafter become due, or default in the performance of any obligation, covenant or liability contained or referred to herein, or should any action or proceeding be brought in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Trustor to the Beneficiary under this Deed of Trust or under the Note or Agreement secured hereby shall immediately become due and payable at the option of the Beneficiary; on the application of Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. Beneficiary may in addition deliver to Trustor a written declaration of default and demand for sale and a written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note or Agreement and all documents relating to the encumbrances secured hereby. After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time thereafter may postpone such sale by public announcement at the time fixed by the public postponement. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this sale, including cost of evidence of title in connection with sale, Trustee shall apply proceeds of sale to payment of: all sums expended under this deed hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Lincoln County

- (2) In the event said premises are sold by Trustee, Trustor, if a signer of the said Note or Agreement, shall be liable for any deficiency remaining at sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including Trustee's and Attorney's fees and legal expenses if allowed by law.
- (3) Trustor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after said sale, in the event such possession has not previously been surrendered by Trustor(s) and for failure to do so will pay to Purchaser the reasonable rental value of the premises during the time such possession by Trustor continues.
- (4) Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled allowed by law to recover in such proceedings all costs and expenses incident thereto, including a reasonable Attorney's fee in such amount as shall be fixed by the court. Trustor(s) will surrender possession of the premises immediately after court foreclosure and for failure to do so will pay to purchaser the reasonable rental value of the premises during the time such possession by Trustor continues.
- (5) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged a recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such Trustee.
- (6) Upon payment in full by said Trustor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.
- (7) Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.
- (8) The collection of the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and its application or release thereof as aforesaid, shall not cure or waive any default or notice of sale hereunder or invalidate any act done pursuant to said notice.
- (9) All Trustor(s) shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties here respectively. Any reference in this Deed of Trust of the singular shall be construed as plural when appropriate.
- (10) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is obligated to notify any party hereof of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, Trustee shall be a party, unless brought by Trustee.
- (11) If any Debtor is a married person, he represents and warrants that this instrument has been executed on his behalf, and that he has not executed the same as surety for another.

IT IS FURTHER UNDERSTOOD AND AGREED that if the term of this Deed of Trust is more than 15 years, the unpaid principal and other sums secured hereby may become due and payable at any time after the expiration of a period of 15 years from the date hereof, at the option of the Beneficiary, provided, however, that said principal and other sums shall only become due and payable as previously stated if the Beneficiary shall have given written notice to the Trustor of its intent to declare such principal and other sums due and payable at least 90 days prior to the time when said sums are to become due and payable.

IN WITNESS WHEREOF the said Trustor has to these presents set hand and seal this date OCTOBER 14th, 1993

Signed, sealed and delivered in the presence of:

Witness

Witness

Richard E. Higbee (Se)
Trustor

Cindy L. Higbee (Se)
Trustor

CINDY L. HIGBEE

The State of Nevada }
County of CLARK } ss.

On this 14th day of OCTOBER, 19 93, personally appeared before me a Notary Public in and for County and state, RICHARD E. HIGBEE & CINDY L. HIGBEE a _____, known to me to be the person(s) described in and who executed the foregoing instrument and he (they) duly acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed by official seal this date: OCTOBER 14, 1993

Anna Graham
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE NEVADA

DEED OF TRUST

RECORDER'S OFFICE

AND WHEN RECORDED MAIL TO:

Name _____
Street _____
Address _____
City & State _____

STATE OF NEVADA

RECORDER'S OFFICE

COUNTY _____

Received for record this _____ day of _____ A.D. 19 _____ M.

at _____ o'clock _____

Noted in Book _____ Page _____

Recorded in Book _____ Page _____

Recording Fee \$ _____

COUNTY RECORDER

Lincoln County

Legal Description

Situate in the County of Lincoln, State of Nevada, described as follows:

A parcel of land situate in the Northwest Quarter (nw 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 6 South, Range 61 East, M.D.B. & M., and described as follows:

BEGINNING at the Northwest corner of said NW1/4SW1/4 Sec. 32; thence running South 660 feet to the Southwest corner of the Edwin E. Higbee property; thence running East a distance of 585 feet to the TRUE POINT OF BEGINNING; thence running North a distance of 200 feet; thence East a distance of 100 feet; thence South a distance of 200 feet; thence West a distance of 100 feet to the TRUE POINT OF BEGINNING.

101053

FILED AND RECORDED AT REQUEST OF
Dominick Bellingheri
Oct. 19, 1993

2.0 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 107 OF OFFICIAL
RECORDS, PAGE 483 LINCOLN
COUNTY, NEVADA

Gerardo Setzer
COUNTY RECORDER