CLARK COUNTY C	7				/
P.O. Box 36490 Las Vegas, NV 89133	i				
•			SPACE ABOVE THIS LIN	E FOR RECORDER'S USE	\
VHICH PROVIDES FO	REVOLVING CONTAINS A DUE-ON-SA OR A REVOLVING LINE OF	ALE PROVISION AN OF CREDIT AND MA	D SECURES INDEE Y CONTAIN A VAR	STEDNESS UNDER	
mong the Trustor,	VANCE L. HIGBEE	AND VICKIE E	. HIGBEE AS	JOINT TENANTS	(herein "Borrower"
COW COUNTY T	TITLE CO. CLARK COUNTY CR	EDIT UNION			(herein "Trustee"
	d and existing under the li	aws of THE	STATE OF NEV	ADA	
mose address is	1101 Box 304301				(herein "Lender"
make advar be made, rethis Deed of finance chat be owing from the common from the common from the country of	difications, amendments, onces to Borrower under the paid and remade from tire. Trust. The total outstanding the state of the sum is referred to the sum is referred to the sum is referred to the sum is advant of all other sums advant of all other sums advant of the covenants a evocably grants and convectors. HIBIT "A" ATTACHES	e terms of the Credit me to time. Borrowe ing principal balance ich may vary from ti- e Credit Agreement ed to herein as the M ebtedness under It te of this Deed of Tr iced in accordance if y vary as described and agreements of E eys to Trustee, in tru Nevada.	Agreement, which a rand Lender conter owing at any one till no to time, and any shall not exceed Saximum Principal Bac Credit Agreeme ust. The Credit Agreeme ust. The Credit Agree or ower herein const, with power of sa	advances will be of a mplate a series of a mplate a series of a me under the Credit other charges and c EVENTY TWO TH alance and referred int, if not sooner p the security of this D ment. tained; le, the following designation of the security of the security of the D ment.	revolving nature and m dvances to be secured Agreement (not includi ollection costs which m OUSAND to in the Credit Agreeme aid, is due and payat eed of Trust, with finan

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Complete if applicable: This Property is part of a condominium project known as	N/A	
This Property includes Borrower's unit and all Borrower's This Property is in a Planned Unit Development known as	rights in the common elements of the condominium project.	P

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed

under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender. on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property. if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verilying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Dead of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency

in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third,

to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Properly insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approved by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in lavor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is

mailed by Lender to Borrower that the insurance carrier olfers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commerced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior llenor, to the extent of any payment by Lender to such liener.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation.

nation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to edings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest Any torbest 135 PAGE 130 by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall blind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (h) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower

for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mall to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower of Lender when given

in the manner designated herein.

Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the

provisions of this Deed of Trust of the Credit Agreement which can be given effect without the confinding provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lende

Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust
at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead

exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate

in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand

on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Hemedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender or default occurs, then prior to execusing any right or remedy provided for in this deed of Trust and prior to acceleration, Lender shall give a "Notice of Default and Election to Sell" to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 35 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. Lender will record the Notice of Default and Election to Sell. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee

may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facle evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Hight to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to

27. Borrower's hight to reinstate. Nowthistanding Lender is acceleration or the sums secured by this Deed of Trust doe to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust did not in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the coverants and agreements of Borrower contained in this Deed all reasonable expenses incurred by Lender and Trustee in enforcing the coverants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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osts of 2000 2000 any 1	l thereto. To the extent permitted by law, f recordation, if any. 5. Substitute Trustee. Lender, at Le frustee appointed hereunder. Without co	tee. Trustee shall reconvey the Property without warranty to the person or persons legal , Lender may charge Borrower a lee for such reconveyance and require Borrower to pure ander's option, may from time to time, remove Trustee and appoint a successor trustee onveyance of the Property, the successor trustee shall succeed to all the title, power ar
MOHOD (conferred upon the Trustee herein and 6. Assumption Fee. Lender may cha	Dy apolicable law
	REQUEST	FOR NOTICE OF DEFAULT AND FORECLOSURE
	UNDERS	SUPERIOR MORTGAGES OR DEEDS OF TRUST older of any mortgage, deed of trust or other encumbrance with a lien which has priori
ver thi	s Deed of Trust to give Notice to Lender erior encumbrance and of any sale or o	if, at Lender's address set forth on nace one of this Dood of Trust, of any default und
	IN WITNESS WHEREOF, Borrowe	
		VANCE L. HIGHIO
		Vickie E. Higher
OTATE	OF NEVADA.	CLARK
0	n SEPTEMBER 6, 1995	County ss: personally appeared before me, a notary public, <u>VANCE L. HIGBEE AND</u>
	ICKIE E. HIGBEE od the above instrument.	, who acknowledged that
М	y Commission expires:	0 0 1
	NOTARY PUBLIC	Jacquelyn Sampson
	STATE OF NEVADA County of Clark	County of, State of Nevad.
	My Appointment Expires Nov. 20, 1998.	REQUEST FOR RECONVEYANCE
	USTEE:	
Ti other in	he undersigned is the holder of the Cred	dit Agreement secured by this Deed of Trust. Said Credit Agreement, together with a
LIB DO	ed of Trust, which are delivered hereby,	, and to reconvey, without warranty, all the estate now held by you under this Dood.
Trust to	ed of Trust, which are delivered hereby, the person or persons legally entitled it	, and to reconvey, without warranty, all the estate now held by you under this Good o
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Trust to	the person or persons legally entitled i	, and to reconvey, without warranty, all the estate now held by you under this Deed of thereto.

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EXHIBIT "A"

The land referred to in this report is situated in the State of Neveda, County of LINCOLN and is described as follows:

All that certain piece and parcel of land situated, lying and being in the County of Lincoln, State of Nevada; and more particularly described as being a portion of the Southwest Quarter (SWI/4) of the Northeast Quarter (NEI/4) of Section 32 all in Township 6 South, Range 61 East, M.D.B4M., more particularly described as follows:

Starting at the center 1/4 corner of Section 32, Township 6 South, Range 61 East, M.D.BeM.,

Thence North 1'30'38" West 1134.18 feet; thence South 69'41'25"
East 535.84 feet to the True Point of Beginning; thence South
88'41'25" East 208.71 feet; thence South 1'30'38" East 208.71
feet; thence North 88'41'25" West 208.71 feet; thence North
1'30'38" West 208.71 feet to the True Point of Beginning.

Together with a right of way and easement with the right of ingress and egress over and across the following described parcel:

Seing a strip of Land 40 feet in width being 20 feet wide on each side of the surveyed Highway center line, which centerline is more fully described as follows, to wit:

Beginning at the point of intersection with the center line of the County Highway, Engineers Station "N" 93+30 P.O.C. line being the North boundary of the Southwest Quarter (SW1/4) of the Northeast Quarter (NEI/4) of Section 32, hearing a Southerly on a curve with a radius of 2000 feet and a distance of 480 feet, or engineers station "N" 88+50.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996: 11-200-06

103960

Cow County Title

September 12, 1995

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JUNTY, NEVADA.

YUTIKO Setzer

By LINCOM deputy