# SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this November 30, 1995, between Clark Marion Hardy and Lorna Hardy, , herein called TRUSTOR, whose address is 42 W. Broadway, Alamo, NV 89001 and The Provident Bank , An Ohio Corporation, herein called BENEFICIARY, whose address is 1 E. Fourth Street, Cincinnati, OHIO 45202 and UNITED TITLE OF NEVADA, A NEVADA CORPORATION herein called TRUSTEE,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that properly in CLAPK, Neveda described as:

A Parcel of land situate within Block 55 of ALAMO TOWNSITE, situate within the Northwest Quarter (NW 1/4) of Section 5, Township 7 South, Range 81 East, M.D.B.& M., more particularly described as follows:

That portion of Lot One (1) in Block Fifty-Five (55) in the Town of Alamo, Nevada, more particularly described as follows:

Beginning at the Northwesterly corner of said Lot One (1) in Block Fifty-Five (55) thence at right angles Easterly 90 feet to a point; thence at right angles Southerly 100 feet to a point; thence at right angles Westerly 90 feet to a point, thence at right angles Northerly 100 feet to the point of beginning.

in the event the Trustor shall sell, transfer, convey or otherwise become divested of his right, title or interest in and to the subject property or any portion thereof, without the prior, written consent of the beneficiary hereunder, the entire unpaid principal balance of the note secured hereby, together with any interest accrued thereon shall, at the option of the holder thereof, and without demand or notice, become immediately due and psyable in full.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1: Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$45,000.00 executed by Trustor in favor of Baneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the Deed of Trust and the note secured hereby, that provisions(1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, vtz.

CDUNTY DOC No Cark 413967 Church# 104132 Dougles 24496 Eko 14831 Earmeralda 28291 Eureka 39002	BOOK 514 34 migs 22 43 3H deeds	PAGE 581 415 343 138-141 263	COUNTY Humboldt Lander Lincoln Washoe Lyon Mineral	DÓC No 118968 41172 41292 407205 55488 78848	600K 3 3 0 mtgs 734 31mtgs 10mtgs	PAGE 83 758 467 221 449 534-537	COUNTY Nye Orneby Pershing Storay White Pine	DOC No 47157 72637 57486 28573 128124	BOOK 67 19 28 R migs 251	PAGE 163 102 58 112 341-344
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(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

STATE OF Nevada	
COUNTY OF Clark )SS. ) on November 30, 1995 personally	
appeared before me, a Notary Public,	/ 1 /
**Clark Marion Hardy**	Clark Marion Hardy
_	Clark Marion Hardy
	Jama Hardes
who acknowledged that he/she executed the above instrument.	Lornal Hardy
/ /	
Signature Kristin The Balletter:	·
(Notary Public)	
NOTARY PUBLIC STATE OP NEVADA County of Clark	Title Order No.
KRISTIN IA. BALLERSTEIN My Appointment Expires July 22, 1000	
	Escrow or Loan No. 95190278

WHEN RECORDED MAL TO:
The Provident Bank
ATTN: Bonnie Compton
1 E. Fourth Street/Mail Loc 234D
Cincinnati, Ohio 45202
Loan #3-002-060

BOOK 116 PAGE 163

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STATE OF Nevada						
COUNTY OF Clark						
0 Nov. 1 00 100						
On November 30, 1995	personally appeared before me, a Notary Public,					
date	,					
**Lorna Hardy**						
(person(s) appearing before Notary Public)						
(or proved) to me to be the person(s) whose name(s) is(are) subscribed to the above						
instrument who acknowledged that _sho	e executed the instrument.					
(SEAL OR STAMP)	Ringy les Mars					
T /	Notary Public Signature					

NOTARY PUBLIC STATE OF NEVADA COSMY OF CHIRK BEVERLE MOSS NOTARY PLEUG STATE OF NEW ADA County of Chair RSVERUE MODES MY A - PORTURE TO DEPOS OF THE 1891

LOAN NO. 3-002-060

### ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Cape)

THIS ADJUSTABLE RATE RIDER is made this 30th day of November, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE PROVIDENT BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 42 W Broadway, Alamo, NV 89001

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.9900 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 10th day of June, 1996 , and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date.

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new Interest rate by adding Five and 1/4 percentage points (5.2500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new Interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 1 0 2 4 0 0 % or less than 8 . 9 9 0 0 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than 0 ne and 1/4 percentage points (1 . 2 5 0 0 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 1 5 . 9 9 0 0%. My interest rate will never be less than 8 . 9 9 0 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question! may have regarding the notice.

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. If all or any part of the Property or any interest in it 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

LOAN NO. 3-002-060

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument.

and in this Security Instrument. Horrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

> (Seal) Bonower

> > 104332

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MULTISTATE ADJUSTABLE RATE RIDER - LIBOR 6 MONTH INDEX (AS PUBLISHED IM THE WALL STREET JOURNAL)
[\*ARM RD-LIBOR-6MOS INDEX P2]
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