After recording return to The Money Store/P kaging P.O. Box 160128 Sacramento, CA 95 6-0128

033-161-00001080-3

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument") is made on March 22, 1996
The trustor is Glenn A. I an Roekel And Darlene F. Van Roekel, Husband And Wife, In Joint Tenancy.

The trustee is Princet Escrow. A California Corp. ("Borrower"),

The beneficiary is TMS tgage Inc. dba The Money Store

("Trustee").

which is organized and ex ng under the laws of New Jersey

Sacramento, CA 958

and whose address is 1625 N. Market Blvd. Brd Floor

Borrower owes Lender the rincipal sum of Sixty-Four Thousand and 00/100

("Lender").

Dollars (U.S. \$ 64,000 0), together with interest. This debt is evidenced by Borrower's note dated the same date as this Security Instrument secures to Lander: (a) the payment of the debt evidenced by the ote, with interest, and all renewals, extensions and modifications: b) the payment of all other sums, with interest, advanged under Paragraph 8 to protect the security of this Security Instrument and (c) the payment of all other sums, with interest, and all renewals security Instrument and the Note, For these purposes, Borrower irrevocably grants and conveys to Trus 2, in trust, with power of sale, the following described property located in County, Nevada:

NEVADA DEED OF TRUST (95 Original - Record M003-1MV

118 MGE 66

being the same property mononly known as: 101 Cemetery Road, Caliente, **20008**

TOGETHER with all the improvements now or hereafter erected on the property, and all extements, rights, appurtenances and rents, all of which shall be deemed to the and remain a part of the property covered by this security in trument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument it on a leasehold) are called the

Borrower cover its that Borrower is lawfully seised of the estate hereby convered and has the right to mortgage, grant and convey the perty, and that the Property is unencumbered, except for excumbrances of record. Borrower warrants and covenants at Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. Payment of Property is unencumbered, except for excumbrances of record. Borrower sent to borrower further warrants, represents and covenants as follows:

2. Funds for Taxes and Insurance. If required by Lender, and subject to applicable law. Borrower shall pay to Lender on the day monthly pay in the are due under the Note, until the Note is paid in full, a sum ("Pinds") for: (a) yearly taxes and assessments which may in priority over this Security Instrument as a lien on the Property; (b) yearly leischold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; (d) yearly flood finsurance premiums, if any; and (e) yearly not tagage insurance premiums, if any. These items are called "Percor Items." Lender may, at any time, collect and hold F is in an amount not to exceed the maximum amount a lender fir a federally related mortgage loam may require for Borrower is escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. settion 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any se, collect and hold Funds in an amount not to exceed the lessor amount. Lender may estimate the amount of Funds due on a basis of current data and reasonable estimates of expenditures at future Escrow Items or otherwise in accordance with applies the leaw.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

in accordance with applie the law.

The Funds shall e held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lever 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 scrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Somewer, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by ender in connection with this toan, unless applicable law provices otherwise. Unless an agreement is made or applicable law equires interest to be paid, Lender shall not be required to pay Borrower are lender may agree in writing, however, that interest shall be paid out the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debts to the Funds and the purpose for which each debit to the lands was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Instrument.

If the Funds her by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess ands 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 the twelve monthly payments, at Lender's sole discretion.

Upon payment will of all sums secured by this Security Instrument, Lender shall primptly refund to Borrower any Funds held by Lender. Sunder Paragraph 18, Lender shall acquire or sell the Property, Lenser, prior to the acquisition or sale as a creat against the sums secured by this Security summent.

3. Application of the Note. If Borrower or the Security Security Instrument of acquisition of the Note. If Borrower or the security summents of principal and interest received by Lender shall be applied as provided in the Note. If Borrower or borrower application of payments fees or charges (other charges), they will be payable upon demand of Lender. Under one or prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and cither first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

NEVADA DEED OF TRUST 12 Original - Record M003-2NV

- 4. Prior More sees and Deeds of Trust; Charges; Lieus. Borrower shall perform all of Borrower's obligations under any mortgage, deed a trust or other security agreement with a lien which has priority over this Security Instrument, if any, including Borrower's overants to make payments when due. Borrower shall pay or case to be paid all taxes, assessments and other charges, fines at impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or round rents, if any.

 5. Insurance. Expresses the like a line of the property which may attain a priority over this Security Instrument, and leasehold payments or round rents, if any.
- 5. Insurance, perower shall keep the improvements now existing or hereafter accept on the Property insured against loss by fire, hazards a cluded within the term "extended coverage," flood and any other hazards as Lander may require, from

loss by fire, hazards a cluded within the term "extended coverage," flood and any other hazards as Lender may require.

The insurant carrier providing the insurance shall be chosen by Borrower strict to approval by Lender; provided that such approval is not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, on in coverage to protect its rights in the Property in accordance with drangtaph B. All insurance policies and renewals there is shall be in a form acceptable to Lender and shall active a standard mortgage clause in favor of and in a few in acceptable to Lender shall have the right to hold the solid is and renewals thereof, subject to the terms of any magge, deed of trust or other security agreement with a lien which has privrity over this Security Instrument. If any ir rance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without life ation, the endorsement to Lender of any proceeds made by cheek or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds that be applied to restoration or repair of the Property dame of, if the restoration or repair is economically feasible and Luder's security is not lessened. If the restoration or repair of the sums a cred by this Security Instrument, whether or not then due, with any access paid to Borrower.

restoration or repair to not economically feasible or Lender's security would be leatened the insurance proceeds shall be applied to the sums a circle by this Security Instrument, whether or not then due, with try a cess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dut of the monthly payments referred to in Paragraphs 1 and 2 or carried the amounts of the payments. If under Paragraph 18 is Property is acquired by Lender, Borrower's right to any interacte policiest and proceeds resulting from damage to the poperty prior to the acquisition shall pass to Lender to the extent of the sums accured by this Security Instrument immediate a prior to the acquisition.

The provisite of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause or (i) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a lost payee on any payment of insurance proceeds upon Lender's note to insurer of Lender's interest in the insurance proceeds.

insurance proceeds.

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 properly is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by ander to Borrower that the insurance carrier offers to settle a train for insurance benefits, Lender is authorized to collect a disply the insurance proceeds at Lender's option either to report of the Property or to the sums secured by the Security Instrument.

authorized to collect a d apply the insurance proceeds at Lender's option either to renoration or repair of the Property or to the sums secured by a security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Island Unit Developments. Borrower shall keep the Propert in good repair and shall not commit nor permit waste, impairment or deterioration of the Property. Borrower shall not or anything affecting the Property that is in violation of any lar, ordinance of government regulation applicable to a reside it all property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a unit in a condominium or a planted unit development, Borrower shall perform all of Borrower shall property in the declaration or covenants creating or overhing the condominium or planned unit development, the y-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and Borrower hereby conducts to Lender's intervention into any proceedings regarding the Property.

NEVADA DEED OF TRUET (9512) Original - Record M003-3NV

7

- 7. Loan Application Process. Borrower shall be in default under this Security Incrument, if Borrower, during the loan application process gave materially factor or inaccurate information or statements of Legier (or failed to provide Lender with any material information directly leading on Lender's decision to extend credit in the rower), in connection with the loan evidenced by the late.
- any material into tation directly seasing on Lender's decision to extend credit in Barrower), in connection with the loan evidenced by the site.

 8. Protect of Lender's Rehis in the Property. If Borrower fails to perform at covernment and agreements contained in this Security I grument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in a kruptcy, probate, for condemnation, forfeiture or to enforce lands of regulation), then Lender may do and pay for whatevers accessary to protect the value of the Property and Lender's rights it the Property. Lender's actions may include paying a sums secured by a lien which has priority over this Security Intrument, appearing in court, paying reasonable attorn as' fees and entering on the Property to make repairs or abate no states. Although Lender may take action under this Parage in 8, Lender does not have to do so. The right of Lender to protest Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit repairs, appraisals, opinions of value or other expert opinions of reports unless promitted by law.

expert opinions of exports unless prointified by law.

Any am and sits disbursed by Lander under this Paragraph 8 shall become a distant debt of Borrower secured by this Security Instrum.

Unless Borrower and Lender agree to other terms of payment their amounts shall bear interest from the date of disbursen ent at the Note rate and shall be payable, with interest, upon demand of Lender.

Mortga Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrum at, Borrower shall pay the premiums required to maintain the assurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Inspect 1. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall ave Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.

that Lender shall be Borrower notice prior to any such inspection specifying reas made cause therefor as related to Lender's interest in the Projects.

11. Condentation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or cher taking of the Property, or part thereof, or for conveyance in first of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over it is Security Instrument.

In the cent of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, when or or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair maket value of the Property immediately before the taking, unless Borrower and center otherwise agree in writing, the sums secured by its 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 immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been the taking of the Property immediately before the taking is been to the sums secured by

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured this Security Instrument, whether or not then due.

Unless ander and Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due at the of the monthly payments referred to in Paragraphs 1 and 2 or shall be the amount of such payments.

12. Borrover Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment. Extension of the time for payment or modification of amortization of the sums secured by this eccuty Instrument granted by Lender to Borrower and accessor in interest of Borrower shall not perate to release, it are manner, the liability of the original Borrower and Ber ower's successors in interest. Lender shall not be required to commune the proceedings against such successor or may refuse to a tend time for payment or otherwise modify amortization of the same secured by this Security Instrument by reason of any de and made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occurred to the state exercise of that or any other right or remedy.

Lender my accept partial payments from Borrower, without waiving or the state of the later exercise of that or any other right or remedy.

Lender my accept partial payments from Borrower, without waiving or the state of the state restricts of that or any other right or remedy.

Security Instrument or under the Note even if such payments are notated as a partial in full, or with a notation of similar meaning.

meaning.

NEVADA DEED C RUST (9512) Original - Record M003-4NV

13. Successors and assigns Bound; Joint and Several Liability; Signers. The coverants and agreements herein contained shall bind, and the rights hereunder thall inure to, the respective successors and assigns of Leader and Borrower, subject to the provisions at Paragraph 17 herein. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this curity Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convert that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Linder and any other Borrower may agree to extend, modify, a bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's or tent. without that Borrower's o

without that Borrower's of the conflicting provisions of this Security Instrument and local laws applicable law to be given in a other manner: (a) any notice to Borrower provided for in a is Security Instrument shall be given by delivering it or by maining such notice by first class mail addressed to the Property didress or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender as a provided herein, and on the conflicting provided by a tice to Borrower as provided herein. Any notice provided for the security Instrument shall be deemed to have been given to Borrower or Inster when given in the manner designated herein.

15. Governing Law everability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the toperty is located. The foregoing sentence shall not limit the tople shility of federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument of the Note with can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the sole are declared to be severable. As used herein, "costs," expenses" and "a topneys' fees" include all sums to the extent the published by applicable law or limited herein. limited herein.

As used herein, "costs," expenses" and "anotheys' fees" include all sums to the extent on published by applicable law or limited herein.

16. Borrower's Correction on after records in hereof.

17. Transfer of the "operty or a Beneficial Interest in Borrower. If all or any parts to Property or any interest in it is sold or transferred on the property or any interest in it is sold or transferred (or the consent, Leader may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercise this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days or in the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.

Borrower is so pay these sums prior to the expiration of the prior way invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Acceleration: Benefics. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower is also Security Instrument, including the covenants to pay when due in sums secured by this Security Instrument, Lender priorul acceleration shall give notice to Borrower as provided in Paragraph 14 hereof. The notice shall be recorded and specify: (1) the breach; (2) the action required to cure such breach; (3) a due, not less than 35 days from the breach on or before the or specified in the netice may result in acceleration of the sums secured by this Security Instrument immediately due and payable and (5) that failure to cure such breach on or before the or specified in the netice may result in acceleration of the sums secured by the security Instrument immediately due and payable without further inform Borrower to the right to reinstate after acceleration and the right to bring a court action or to assert in the clicial proceeding or adventicement and sale of the Property.

The notice shall are fully an adventicement of th

NEVADA DEED OF TRUST 12: Original - Record M003-5NV

notice of sale to the popular and in the panner prescribed by applicable law. After the time required by applicable law, Trustee, without demand an Borrower, shall sall the Property at public auction to the highest belief at the time and place and under the terms designed in the notice of sale in one or more parcels and in any order. These determines. Trustee may postpone sale of all or at parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its design may purchase the Property at any sale.

Trustee shall desert to the murchaser Trustee's deed conveying the Property at these any scheduled sale.

Trustee shall do yet to the purchaser Trustee's deed conveying the Property without any colenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be primar facie evidence of the truth of the statements made therein. Trustee shall are the proceeds of the sale in the following order: (a) to all expresses of the sale, including, but not limited to reasonable Trustee's and attenuate fact. (b) to all expresses of the sale, including, but not limited to, reasonable Tratee's and attorneys' fees; (b) to all sums secured by this Security Is frument; and (c) any excess to the person or persons leady entitled to it.

the person or persons let by entitled to it.

19. Borrower's Reat to Reinstate Motwithstanding Lender's acceleration of the same secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceeding the gun by Lender to enforce this Security Instrument dies or tinued at any time prior to sale of the Property or entry of jury ment enforcing this Security Instrument if: (a) Borrower pays Lender all same which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreed at a forever contained in this Security Instrument; (c) prower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender at a reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay he sums secured by this Security Instrument shall continue unappaired. Upon such payment and cure by B ower, this Security Instrument and the obligations secured he by shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. Assignment of cents: American and of Beautrey American and the obligations.

to Paragraph 17.

20. Assignment of cents; Appointment of Receiver. As additional security hereacides, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property by, have the right to collect and retain such rents as they becomedua and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lenter, in person, by agent or by judicially appointed recover, shall be entitled to enter upon, take possession of and manufect he Property and to collect the rents of the Property into the ling those past disc. All rents collected by Lender or the receiver has be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver shall be liable to ecount only for more rents actually received.

21. Hazardous Sumanes. Borrower shall not cause or permit the presence, use, issputal, storage, or release of any Hazardous Substances of or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property is small quantities of Hazardous Substances that are generally recombinal to be appropriate for normal residential uses and for a intenance of the Property.

Borrower shall compily give Lender written notice of any investigation, claim, tenand, lawsuit or other action by any governmental or intenance of the Property.

Borrower shall promptly and investigation of any Hazardous Substance or Environmental Law of tich Borrower has actual knowledge. If Borrower learns, or an field by any governmental or cultions quantities of the remediation of any Hazardous Substance affecting the Property is necessary, the property and the property is necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 21, "H

pesticides and neroicide. Volatile solvents, materials containing aspestos of formaldenyde analysis materials. As used in this Paragraph 21, "Be ironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety of invironmental protection.

22. Reconveyance poor payment of all sums secured by this Security Instrument, lander shall request Trustee to reconvey the Property of shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. It is see shall reconvey the Property without warranty to the person of persons legally entitled to it. Such person or persons legally and Lender's reasonable charge for preparation of any pay of statement of other document in connection with the reconveyance, any Trustee reconveyance fee and any costs of records on unless applicable law provides otherwise. otherwise.

NEVADA DEED OF TRUST 12) Original - Record

23. Substitute To see. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument of the executed and acknowledged by Lender and recorded in the office of the Research of the county in which the Property is planed. The instrument shall contain the name of the original Lender Trustee and Borrower, and the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and to ties confirmed upon the Trustee herein and by applicable aw.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants to intend in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

STATE OF MEVADA ITAH
COUNTY OF Washington

This instrument was acknowledged before me on March 22, 191

Darlene F. Van Rockel and Glenn A. Van Rockel

by

Darlene F. Van Rockel and Glenn A. Van Rockel



Calerx to the

My Commission Expires: 7-22-96

NEVADA DEED OF TRUST 195120 Original - Record

Page 7 of 7

033-161-00001080-3

BOOK 118 PAGE 72

Loan # 033-161-04 1080-3

Parcel # 03-121-12

EXHIBIT "A"

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

That portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (11/4) and Northwest Quarter (NW1/4) of the Southeast Quarter (11/4), Section 7, Township 4 South, Raige 67 Zast, M.D.B.&M. more particularly described as follows:

Parcel One (1) of that certain Parcel Map recorded Earch 22, 1982 in the Office of the County Recorder of Lincols County, Nevada in book A of Plats, page 191 as File No. 1497, Lincoln County, Na ada records.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996: 03-1211

March 6, 1996

A: 10 MI UTES PAST COUNCE
P MIN CO 118 OF OTHICAL
CORDS NO 66 UNCOUN

YUTIKO Set FET

By A: 10 MI UTES PAST COUNCE

COUNCIL

COUNCI

BOOK 118 PAGE 73