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Submitted for R	detion			<u>[</u>]	
By and Reti		1 .			
Dy aikt Ker	il "	1			
Loan Number 0060582	li L	· ·	H		
Loan Number <u>0000384</u>	,	 	H	l l	/\
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TO Bank of	mence	 			\ \
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BANK OF AMERICA					\ \
CENTRALIZED SHIP	NG UNITHE	31 []			
6200 GATEWAY		1 1			
ATTN: SHIPPING	ARTMENT		l		\ \
CYPRESS, CA 9063	6013	i i i			\ \
		Space Above This Line For Recording Data	.		\\
1	ll .		Ы		\ \
		DEED OF TRUST		-	
		7			
			Ы		
THIS DEED OF	RUST /"Sacure	ty Instrument") is made on MARCH 18,		-	1
The greater is RICHAR	I RERRY M	D PAMELA J. BERRY, WHO ARE MARK	H.	O EAGU	OTHER
The granton is, c	o. ocimir ra	P / MILLER O. DESIGNIT, WIND AND WHITE	H	O LAW!	OTTEN
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Company a California	and the law	ustee"). The Beneficiary is BANK OF AMER	79). The tr	stee is Equitable Deed
CHARTERED BANK	reportation ("1"	used). The Denemounty is BANK OF AMER	14	NEVADA	A SIAIE
CHARLESED BANK		THE ATTENDANCE		تسا	
Which is organized and	sung under th	PARTS OF THE STATE OF NEVADA	Ш		and whose address is
Romania and I	VEGAS, NV	Ling of the State of Nevada 9193-8600 of thirty eight thousand seven i			("Lender").
Donower owes Lender	principal sun	TO THIKIT EIGHT THOUSAND SEVEN H	贮	MED AND	00/100
•	I I	ollars (U.S. \$ 36,700.00). This	a d	is eviden	ced by Borrower's note
dated the same date as	s Security Inst	unient ("Note"), which provides for month	7 1	yments,	rith the full debt, if not
paid earlier, due and pa	ble on APRII	<u>d 01, 2011</u>			
This Security Instrume	secures to Let	unient ("Note"), which provides for mont C1, 2011 det: (a) the repayment of the debt evident	4 1	the No	e, with interest, and all
renewals, extensions a	modifications	of the Note; (b) the payment of all other	a int	s. with it	terest, advanced under
paragraph 7 to protect	security of this	of the Note; (b) the payment of all other Security Instrument; and (c) the performation of the Note. For this purpose, Borrower irregescribed property located in	e d	Borrowe	's covenants and agree
ments under this Secur	Instrument an	the Note, For this purpose, Borrower irre		v grants	and conveys to Trustee.
in trust, with power of	e the following	e described property located in	7		
County, Nevada:			П		
				- No. 1	
THE NORTH HALF	(2) OF LOT	17 OF THE HENRY LEE'S SUBDIVISIO	Li	- N	
THE TOWN OF PLO	. LINCOLN	COUNTY NEVADA AS PLATTED AND	N	1	
DESCRIBED ON THE	FEICIAL PL	COUNTY, NEVADA AS PLATTED AND AT OF SAID SUBDIVISION RECORDED	1		
DECEMBER 18 19	IN THE OFF	ICE OF THE COUNTY RECORDER OF LUI	-		
COUNTY NEVADA	I BOOK A DE	CE OF THE COUNTY RECORDER OF LII PLATS, PAGE 33 AS FILE NO. 1637: S.	17		
LINCOLN COLINTY	AND V DECOD	TENTO, FACE 35 AS FILE NO. 10373			
ETINCOLIN COCINTT,	TADA REGUN	**			4
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which has the address		1 :		. .	1
10 LILITH AVENUE		PIOCHE			Vevada 89043
	[Street]	[City]		 	
	7 /	[City]			[Zip Code]
("Property Address"):	sessor's Parcel	Number001-046-11			1
TOGETHER W	Bed all the ime	Milements now or hereafter erected on the		necty of	all essements source
tenances, and fixtures	or hereafter	part of the property. All replacements and is referred to in this Security Instrument as		Deschall	also be covered by this
Security Instrument A	of the foresting	is referred to in this Security Instrument of		Processial	also be covered by this
DODDOWS.		n		operty.	
and named at 1	BNAN IS the	Borrower is lawfully seised of the estate her	yy I	onveyed i	nd has the right to grant
and convey the Propert	and that the Pro	perty is unencumbered, except for encumbrant against all claims and demands, subject	p td	of record	Borrower warrants and
will defend generally th	tte to the Prop	erty against all claims and demands, subject	p a	encum t	rances of record,
THIS SECURIT	INSTRUMEN	combines uniform covenants for nationa		Local Call	miform corresponds with
limited variations by it	diction to con	situte a uniform security instrument covering		and ROH	distribution coverants with
	THE PERSON NO.	a contorn according instrument coverin	rq	property	†
	14	1		i '	i
NEVARA	IL	I.			•
INCVADA-Single Family	Fannie Mae/Fre	Mac UNIFORM INSTRUMENT	┞┈┤		Form 3029 9/90
RE-433-NV 12/94		Page 1-of 5		1	R433NV10
NVD1 03/	6:35 AM 00605	2 546	1		k 118 PAGE 76
		!	1	BO	K TTO ME (A)
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UNIFORM COVEN ANTS, Borgower and Lender covenant and agree as follows:

1. Payment of Procipal and interest; Prepayment and Late Charges. Borower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Tax and Insurance. Subject to applicable law or to a written winder by Leader, Borrower shall pay to Lender on the day more hilly payments are due under the Note, until the Note is part if full, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument is a lien on the Property; (b) yearly leasehold payments or given a rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premium if any; (e) yearly mortgage insurance premiums, if any; any (floany sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Its row Items." Lander may, at any time, collect and hold Finds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escribe account under the federal Real Estate Sette hent Proceilums act of 1974 as aniented from time to take 12 U.S.C. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, lender may, at any time, collect and hold Funds in an amount put to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonal estimates of apenditures of future Escrow Items or otherwise in accordance with applicable law.

held Punds in an amount of the careed the letter amount. Including the provided the

applied to the sums see to d by this Security Instrument, whether or not the die, the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may excess paid to Borrower, If Borrower abandons the largerty, or does not answer within 30 days a notice from Lender mat the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may be the proceeds to repair or restore the Property or to pay a this Security Instrument, whether or not the die. The 30 day period will begin when the notice is given. when the notice is given.

Unless Lender and corrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the experty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Paretty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument into the lately prior to the acquisition.

NEVADA—Single Family—Single Mas/Freddle Mac UNIFORM INSTRUMENT

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6. Occupancy, Procedure and Protection of the Property Distribution; Leaseholds. Borrower all occupy, establish, and use the Property as Borrower's rancipal residence within sixty days after the execution of this for at least one year after or easenably withheld, or ease estemating circumstances exist which are beyond Romber's contained in the Property, allow the Property to deteriorate, or commit the vaste on the Property. Borrower shall not be unificative of the Property, allow the Property to deteriorate, or commit the step on the Property. Borrower shall not be property or otherwise materially impair the impressed that in treature of the Property or otherwise materially impair the impressed that is beginned to the Property or otherwise materially impair the impressed that the Property or other material impairment of the lien cracted by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccommendation of statements to Lender's food faith during the loan application process, gave materially false or inaccommendation of statements to Lender (or failed to provide under with any material information of statements to Lender (or failed to provide under with any material information of statements to Lender (or failed to provide under with any material information of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Let agrees to the merger in writing.

7. Protection of conder's Rights in the Property. If Borrower fails to perform the containsts and agreements contained in this Security Instrument, or there is a legal proceeding that may sign that the property Lender's rights in the Prope

questing payment.

8. Mortgage Instruct. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, But ower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage is rance coverage required by Lender lapses or ceases to dieffect, Borrower shall pay the premiums required to the incoverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent of the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender each month a substantially equivalent mortgage insurance coverage in a available. Borrower shall pay to Lender each month a substantially equivalent mortgage insurance provided by Borrower shall pay to Lender each month a substantially equivalent mortgage insurance provided by Borrower shall pay to Lender each mortgage insurance coverage is sed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance in effect. Lender may no longer be required, at the option of Lender, if mortgage in surance coverage (in the bount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and in the option of the period that Lender requires provided to mai the mortgage insurance in effect, or to provide a loss reserve in till the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Letter or applicable law.

tween Borrower and Louis resplicable law.

9. Inspection. Letter or applicable law.

9. Inspection. Letter or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cases for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, director consequential, in connection with any condemnation or or is taking of any part of the Property, or for conveyance in terior condemnation, are hereby as

10. Condemnat in. The proceeds of any award or claim for damages, director consequential, in connection with any condemnation or our taking of any part of the Property, or for conveyance in sector condemnation, are hereby assigned and shall be paid. Lender.

In the event of a salt taking of the Property, the proceeds shall be applied to the turns secured by this Security Instrument, whether or in then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market the control of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Leader otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) to total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which are fair market taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which are fair market taking in the property immediately before the taking is less than the amount of the sums secured immedia by before the taking, unless Borrower and Lender otherwise give in writing or unless applicable law otherwise provides the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

sums are then due.

If the Property is bandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either the restoration or repair of the Property or to the sums secured at this Security Instrument, whether or not then due.

Unless Lender at Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or monthly naturally referred to in paragraphs 1 and 2 or many the amount of such payments. refer that the condemnor offers to his 30 days after the date the notice resonation or repair of the Property

Unless Lender at Borrower otherwise agree in writing, any application of praces to principal shall not extend or postpone the due date of the monthly parments referred to in paragraphs 1 and 2 or on the the amount of such payments.

11. Borrower 1
Released, Fortearance By Lender Not a Waiver. It tention of the time for payment or modification of amorts and on of the sums secured by this Security Instrument grant 1 by Lender to any successor in interest. Lender shall not be recommended to the sums secured by this Security Instrument or orderwise mode by the original Borrower as successors in interest. Any forbearance by Lender to any demand made by the original Borrower as successors in interest. Any forbearance by Lender in exercising any right or remedy and the state of any right or remedy.

12. Successors and assigns of under and Borrower, subject to the provisions of paragraph. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

7. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

8. Released, Fortearance By Lender Not a Waiver. It can be the amount of such payments.

9. Lender to any successors in interest. Any forbearance by the critical by the critical Borrower and time for payment or payments and agreements of the successors and assigns of under and Borrower, subject to the provisions of paragraph.

12. Successors and assigns of under and Borrower, subject to the provisions of paragraph.

13. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

14. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

15. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

16. Borrower's successors and assigns of under and Borrower, subject to the provisions of paragraph.

and convey that

NEVADA Single Family mannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 9/90

Borrower's interest in the Property under the terms of this Security Instrument; (the strot personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other security Instrument; and (c) agrees that Lender and any other security Instrument may agree to extend, modify, forbear or make any a semmodations with regard to the terms of this Security Instrument or the Note without that Borrower. rower's consent.

rower's consent.

13. Loan Charks. If the loan sourced by this Security Instrument is subject to a law which sets maximum loan charges, and that law it inally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan excess the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to to permitted limit; and (b) any sums already collected from Birrower which exceeded permitted limits will be refunded to Borrower. Lander may choose to make this refund by addering the principal owed under the Note or by making a cite to payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without are prepayment charge under the Note.

14. Notices. As a notice to Borrower provided for in this Security Instrument at all be given by delivering it or by mailing it by first class and unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, say notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designed by notice to Lender when given as provided in this paragraph.

provided for in this

Property Address or at other address Botrower designates by notice to Lender. May stotice to Lender address Lender free or any other address Lender designates by notice to Dorrower. Any notice provided for in this parage do the state of the provided of the provided of the provided of this parage.

15. Governing I aw; Severability; This Security Instrument shall be garner by federal law and the law of the jurisdiction in which a property is losted. In the event that any provision or clear of this Security Instrument or the Note conflicts with a provided in this security Instrument or the Note conflicts with a provided in this security Instrument or the Note are declared to be given effectively. But the second of the event law is the second of the event law of the event law is secured by this security. But the event of the Property or a Beneficial Interest in Borrower. If a transpar of the Property or a Beneficial Interest in Borrower is and Borrower is not a natural person) without Lend a prior written bousent, Lender may, at its option, require mandate parametric fill of all sums secured by this Security Instrument.

If Lender evert of or its beneficial interest in Borrower is add brorower is not a natural person without Lend a prior written bousent, Lender may, at its option, require mandate parametric fill of all sums secured by this Security Instrument.

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If Lender evert of this Security Instrument is the provided a period of not less than 30 day to the security Instrument is the security Instrument and the security Instrument of this Security Instrument and the security Instrument of this Security Instrument with the security Instrument and the security Instrument of this Security Instrument in the
21. Accelerate it; Remedies. Lender shall give notice to Borrower rior to acceleration following Borrower's breach of a recovenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless opticable (awprovides otherwise). The notice shall security (a) the default; (b) the action required to cure the default; (c) a cate, not less than 30 days from the data the motice is given to Borrower, by which the default as the cured; and (d) that failure to cure the default of the before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further aform Borrower of the right to reinstate after acceleration and the right to bring a court

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action to assert the n	existence of	default or any other defense of Born	''''' 4	Lto sct	carration and sale. If
the default is not curd	on or before	the date specified in the notice, Lend	4# 	ts opt	ich, and without fur-
ther demand, may in	e the power	the date specified in the notice, Lend of sale, including the right to accelera icable law. Lender shall be entitled to paragraph 21, including, but not lim	# 14	payn	nest of the Note, and
any other remedies of	hitted by son	icable law. Lender shall be entitled t	ᆒᆄᆆ	ect all	expenses incurred in
pursuing the remedical	ovided in thi	paragraph 21, including, but not lim	₩ ₽\$	p, reas	mable attorneys' fees
and costs of title eviden	e. !		116		II 1 1
		de, Lender shall execute or cause Trust	#14	Execut	ritten notice of the
occurrence of an even	default and d	Lender's election to cause the Proper	撒啦	be sol	i, and shall cause such
notice to be recorded i	och county in	which any part of the Property is locat		nder s	hall mail copies of the
notice as prescribed b	pplicable law	to Borrower and to the persons pres		by a	micable law. Trustee
shall give public notice	sale to the s	raons and in the manner prescribed by	╫┢┪	cable	aw. After the time re-
quired by applicable la	Trustee. with	out demand on Borrower, shall sell the	111	Serty =	bublic asction to the
highest bidder at the the	e and place a	under the terms designated is the no	#10	f sale	nione or more parcels
and in any order Trus	determines.	he, Lender shall execute or cause Trust Lender's election to cause the Proper which any part of the Property is locat to Borrower and to the persons pres raons and in the manner prescribed by out demand on Borrower, shall sell the under the terms designated is the no restee may postpone sale of all or an any previously scheduled sale. Lende	y Heat	el of	he Property by public
announcement at the	e and place o	any previously scheduled sale. Lende	∰ }	a desi	me may purchase the
Productival aby same.		• I	THE I	100000	
Trustee shall de	er to the nur	herer Trustee's deed conveying the F		ty wit	haut any covenant or
warranty, expressed of	nplied. The s	haser Trustee's deed conveying the F citals in the Trustee's deed shall be pr	#	acic e	idence of the truth of
the statements made	rein Trustee	shall apply the propeeds of the sale in		ollow	n order: (a) to all ex-
nenses of the cela incl	no hut and l	thall apply the propeds of the sale in mited to, reasonable Trustee's and atto y excess to the person or persons legal	11.1	feer.	to all sums secured
by this Security Instal	ent: and (a)	vercess to the nerson or nersons less!	III.	tledio	id
22 Deconvey 105174	Upon payers	y encess to the person or persons legall of all sums secured by this Security Instrument and all notes evide by the Property without warranty and wit shall pay any recordation costs. Its option, may from time to time rem. Without conveyance of the Property, the Property of the Property, the Property of the Property		Lend	all request Trustee to
reconvey the Pennsett of	thell succession	this Security Instrument and all notes avide	M.	deht e	ed by this Security In-
strument to Tenstee T.	en shall recon-	by the Property without wassestured with	11.1	haree	to the person or persons
legally entitled to it Suc	CENT OF THE PARTY	shall pay any recordation costs		ge	person or persons
23 Substitute T	stee lender	its option, may from time to time can	احللا	TUSTOS	and appoint a successor
trustee to any Trustee	inted hereind	Without conveyance of the Property th		essor te	unlee shall succeed to all
the title, nower and during	onferred uson	rustee herein and by amplicable law		J "	A STATE OF STREET
24. Accomption	oc. If there i	Fustee herein and by applicable law. an assumption of this loan, Lender ma	أدالا	rge an	assumption fee of US
\$ N/A		Total Total	1117	[]	· · · · · · · · · · · · · · · · · · ·
25. Riders to the	Security bear	ument. If one or more riders are execute	Mhv.	Borrow	er and recorded together
with this Security Install	nt the cosiece	is and agreements of each such either shall	11:1	0.00	tel into and shall amend
and sunplement the cov	nts and some	ts and agreements of each such rider shall ents of this Security Instrument as if the r	W. A	Were	art of this Security In-
strument, [Check apolic	box(es)]			[1
Adiustable Pa	Rider	Condominium Rider	11	Fam	ly Rider
☐ Adjustable Ra ☐ Graduated Pa	ent Rider	Planned Unit Development Rider			Plyment Rider
Balloon Rider	1000	Rate Improvement Rider			lome Rider
Other(s) [spec	n"	_ \	T I	1 7	w. II
BY SIGNING RI	DW Roccower	accepts and agrees to the terms and cover	1	Instain	din this Security Instru
			illa.	Action in	-11-11-11-11-11-11-11-11-11-11-11-11-11
ment and in any rider(s)	ecuted by Born	iwer and recorded with it.			
ment and in any rider(s)	ecuted by Borr	ower and recorded with it.			
ment and in any rider(s) Witnesses:	ecuted by Borr	ower and recorded with it.			
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Witnesses: RICHARD/J. BERR FAMELA DERRY	ecuted by Born	awar and recorded with it.			Borrower
Witnesses: RICHARD/J. BERR FAMELA DERRY	ecuted by Born	ower and recorded with it.			Borrower
Witnesses: RICHARDIJ. BERR FAMELA BERRY State of Nevada,	ecuted by Borr	County ss:			Borrower
Witnesses: RICHARDIJ. BERRY PAMELA BERRY State of Nevada,	ecuted by Born	County ss:			Borrower
Witnesses: RICHARDOJ. BERR PAMELA DERRY State of Nevada, On this	ecuted by Born	County as:			Borrower
Witnesses: RICHARDIJ. BERRY PAMELA BERRY State of Nevada,	ecuted by Borr	County se: (1991), persunty and State aforesaid,			Borrower
Witnesses: RICHARDYJ. BERR PAMELA J. BERRY State of Nevada, On this	ecuted by Borr	County se: (1991), persunty and State aforesaid,			Borrower
Witnesses: RICHARDIJ. BERR FAMELA DERRY State of Nevada, On this signed, a notary public	cuted by Born Aby of and for the Co	County ss: \(\text{YWA} \), 1994, persunty and State aforesaid, \(\text{YMA} \) \(\text{PMMALL J. RM}		appea	Borrower Borrower Borrower
Witnesses: RICHARDVI. BERR FAMELA BERRY State of Nevada, On this signed, a notary public known to me to be the	day of and for the Co	County ss: **County ss: **TWW** **J996*, persunty and State aforesaid, **XWW** **WW** **Junty and Who executed the within and took	senal.	appea	Borrower Borrower Borrower Borrower
Witnesses: RICHARDVI. BERR FAMELA BERRY State of Nevada, On this signed, a notary public known to me to be the	day of and for the Co	County ss: Why Inty and State aforesaid, Why Inty and who executed the within and too realy and voluntarily and for the uses and		appea instru	Borrower Borrower Borrower before me, the under
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