After recording return to: The Money Store/Pagaging P.O. Box 160128 Sacramento, CA 958 -0128

033-001-00017140-0

("Borrower").

("Trustee").

DEED OF TRUST

THIS DEED OF TRUST Security Instrument") is made on March 16, 1996
The trustor is Gary Q. There And On April D. Elmer

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Escrow Co., A California Corp. The trustee is Princet

The beneficiary is TMS tgage Inc., dba The Money Store

which is organized and ex

Vegas, NV 89102

ing under the laws of New Jersey
and whose address is 3841 W. Charleston Blvd., Suite 202 Las

rincipal sum of Twenty-Eight Thousand, Five Hungred and 00/100 Borrower owes Lender if

Dollars (U.S. \$ 28,50° 00), together with interest. This debt is evidenced by Borrower's acte dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 2011 . This Security Instrument secure to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications (b) the payment of all other sums, with interest, advanced this Security Instrument and the Note. For the purposes grants and conveys to True in trust, with power of sale, the following described property located in County, Nevada:

That Portion Of To Southeast Quarter (Se1/4) Of The Southwest Quarter (Sw1/4) Of Section 4, Townsh 2 South, Range 68 East M.D.B.&M., Lincoln ourty, Nevada More bed As Follows:

Lot 13, Of The No. No. Hills Subdivision As Shown On The Official Map Thereof Recorded November 20, 1976 in The Office Of The County Recorder Of Lincoln County, Nevada In Book A Of Plats, ge 142 As File No. 63369, Lincoln County, Nevada Records.

Lincoln Security Instrument secure to Lender; the payment of the security of this Security Instrument secure to Lender; the payment of all other sums, with the full debt, if not paid earlier, due and payment of the payment of Lender; the payment of Lincoln County, Nevada In Book A Of Plats, ge 142 As File No. 63369, Lincoln County, Nevada Records.

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mly known as: Oth Ernest, Panaca. NV 89042 being the same property coa

("Fragierty Address").

TOGETHER with all the incovements now or bereafter erected on the property, and all extra ints, right, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this security Instrument. All of the foregoing, together with same property (or the leasehold estate if this Security Instrument is on a leasehold) are called the

"Property."

Borrower covenant has Borrower is lawfully seised of the estate hereby conveyed and has the fright to mortgage, grant and convey the Property by, and that the Property is unencumbered, except for encurbinates of record. Borrower warrants and covenants that encumbrances of record. Be the record of the estate hereby conveyed and has the fright to mortgage, grant and covenants that encumbrances of record. Be the record of the estate hereby conveyed and has the fright to mortgage, y, and that the Property is unencumbered, except for encurbinates of record. Borrower warrants, represents and covenants as follows:

1. Payment of Prince and Interest. Borrower shall promptly pay when due the principal and interest indebtedness and all other charges eviden by the Note.

2. Funds for Taxes a linear and interest. Borrower shall promptly pay when due the principal and interest indebtedness are due under the Note, until the Note is paid in full, a sum "I under" for: (a) yearly taxes and priority over this Security Instrument as a lien on the Property; (b) yearly leastfold payments or if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly more in insurance premiums, if any. These items are called "Escrew lams." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan row account under the federal Real Estate Settlement Procedure. As of 1974, as amended from time to time, 12 U.S.C. So and set of the federal Real Estate Settlement Procedure. As of 1974, as amended from time to time, 12 U.S.C. So and the set of the federal real estate settlement Procedure. As of 1974, as amended from collect and hold Funds in an amount not to exceed the lesser around. Lender imay estimate the amount of Funds due on the sis of current data and reasonable estimates of expenditures of sums Escrow Rems or otherwise in accordance with applicate.

The Funds shall be clid in an institution whose

In accordance with applicable law.

The Funds shall be eld in an institution whose deposits are insured by a federal across instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Letter 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 Ender may require Borrower interest on the Funds and applicable law permits Lender to make such a charge. Hence, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Indien to enterection with this loan, unless applicable law provides extensives. Unless an agreement is made or applicable law in the interest to be paid, Lender shall not be required to pay Borrower and interest or earnings on the Funds. Borrower and ender may agree in writing, however, that interest shall be paid in 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 its mass secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess F is in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not such case Borrower shall by the Lender the amount necessary to make up the deficience. It is writing, and, in you have the amount necessary to make up the deficience. It is writing, and, in the left of all sums secured by this Security Instrument, Lender shall from the payments in a lof all sums secured by this Security Instrument, Lender shall from the property, shall sum secured by the lender at the time of acquisition or all a credit against the sums secured by this Security Instrument.

3. Application of F application of F and the lender and interest received by Lender shall be applied as provided in the Note. If Borrower our Lender any late charges, or other fees or charges ("other charges" they will be payable upon demand of Lender. Unless phibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of our charges, whether paid to Lender in addition to the monthly any nent or separately, will be applied in a manner at the escolute discretion of the Lender. Borrower agrees that Lender may payment received under Paragraphs 1 and 2. Therefore, payments to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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insurance proceeds.

In the event of the Borrower sha of loss if not made promper by Borrower.

4. Prior Mortgages and Deeds of Treat; Charges; Liens. Borrower shall perform all off prrower's pobligations under any mortgage, deed of true or other security agreement with a lien which has priority over this fecurity distrument, if any, including Borrower's cover as to make payments when due. Borrower shall pay or cause to be ped all tack, assessments and other charges, fines and in stitions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or grot rents, if any.

5. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards incluse within the term restended coverage, flood and any other hazards to be the property insured against time to time, and in such a must and for such periods as Lender may require.

The insurance can be providing the insurance shall be chosen by Borrower subject to a proval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the love ge destribed above, Lender

The insurance cat or providing the insurance shall be chosen by Borrower subject to a proval by Lender; provided that such approval shall not contain and renewals thereof standard in a form a company widtheld. If the Borrower fails to maintain the lovering despited above, Lender may, at its option, obtain and renewals thereof standard in a form a company with the property in accordance with Peage ph 8. All insurance policies in favor of and in a form a company of an acceptable to Lender and shall include a standard mortgage clause infavor of and in a form acceptable to Lender shall have the right to hold the policies are renewals thereof, subject to deed of trust or other security agreement with a lien which has priority swer this Security including, without limited.

Unless Lender at of the Property damaged, restoration or repair is not be endorsement to Lender of any proceeds made by check or other traft. Borrower otherwise agree in writing, insurance proceeds shall be a field to restoration or repair the restoration or repair is economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secure of the visit security insurance, whether or not then due, with any exist and to Borrower. Sorrower otherwise agree in writing, any application of proceeds resulting from damage to the Property is acquired by Lender, Borrower's right to any insurance proceeds resulting prior to the acquisition.

The provisions of the Property whether or not (i) Lender is a named insurance proceeds shall eds covering the Property whether or not (i) Lender is a named insurance proceeds shall eds covering the Property whether or not (i) Lender is a named insurance proceeds shall eds covering the Property whether or not (i) Lender is a named insurance proceeds shall eds covering the Property whether or not (ii) Lender is a named insurance proceeds shall eds covering the Property whether or not (ii) Lender is a named insurance proceeds shall eds covering the Property whether or not (ii) L

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof

of loss if not made promp

If the Property i bandoned by Borrower, or if Borrower fails to respond to Letter within 10 days from the date notice is mailed by Lend authorized to collect and the sums secured by this.

6. Preservation an shall keep the Property i Borrower shall not do a residential of repair and shall not commit nor permit waste, impairment or applicable to a residential operation and applicable to a residential operation operty, and Borrower shall comply with the provisions of any task of this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, the by the sand regulations of the condominium or planned unit development, the by the sand regulations of the condominium or planned unit development. Borrower shall become of the property of the payment of the payment of the payment of the payment of the property of the property of the property of the property of the payment of

Borrower shall not do a sing alterting the property and Borrower shall comply with the provisions of any case if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's and regulations of the condominium or planned unit development, the by bligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payment or indigments, including interest decrease in the value of the Property received by Borrower will be sed to restore the Property of applied to the payment. Unless Lender on Borrower otherwise agree in writing, any application of property to principal shall not extend or postpone the due date the monthly payments referred to in Paragraphs 1 and 2 or charge the amounts of the payments. Event an award, payment or judgment includes compensation for any other injury or less, the total amount of such award, payment or judgment on with respect to the Property and Borrower hereby consents to ender's intervention into any value of the Property and compensation for any other injury or loss, the total amount of such shall be deemed compensation for the Property and Borrower hereby consent to proceedings regarding the property.

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7. Loan Application Process. Bornstour shall be in default under this Security Institute, if Bornstour, during the loan application process, gas materially false or inaccurate information or statements to Lember 4th failed to provide Lender with any material information directly bearing sea Lender's decision to extend credit to Boundary, in confection with the loan evidenced by the Note.

8. Protection of sader's Rights in the Property. If Borrower fails to perform the door nants and agreements contained in this Security Instrust t, or there is a least proceeding that may significantly affect Leaders rights in the Property (such as a proceeding in bankry by, probate, for obstemnation, forfeiture or to enforce laws or state tions), then Lender may do and pay for whatever is ne stary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any state secured by a law which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' to and entering on the Property to make sepairs or abste nuisances. A though Linder may take action include paying any state secured by a lam which has priority ever this Security Instrument.

Any amounts barsed by Lender success, property inspections, credit reports, appearing in the Property shall be secured by a lam which has priority ever this Security Instrument. The security Instrument is secured by a lam which has priority ever this Security Instrument.

Any amounts barsed by Lender success, property inspections, credit reports, appearing the Property shall include the right to other as Borrower's expense, property inspections, credit reports, appearing in the Property shall expert opinions or report unless prohibited by law.

Any amounts barsed by Lender under this Paragraph 8 shall become additional or Bostower secured by this Security Instrument. It is some and Lender sequired mortgage insurance as a conditional of Bostower secured by this Security Instrument. It rower shall pay the premiums remains a conditional of Bostower secured by the Security Instrument. It rower shall pay the premiums remains a conditional of Bostower secured by the Security Instrument. It rower shall pay the premiums remains a conditional of Bostower secured by the Security Instrument.

date of disbursement and the Note rate and shall be payable, with interest, upon demand on Letter.

9. Mortgage In France. If Lender required mortgage inturance as a condition of making the loan secured by this Security Instrument, he rower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's we that greement or applicable law.

10. Inspection. Letter may make or cause to be made reasonable entries upon and displacement or Property, provided

10. Inspection. Letter may make or cause to be made reasonable entries upon and map ctions of the Property, provided that Lender shall give a rower notice puties to any such inspection specifying reasonable state therefor as related to Lender's

interest in the Propert.

11. Condemnate The proceeds of any award or claim for damages, direct or other uential, it connection with any condemnation or other king of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Letter, subject to the arms of any mortgage, deed of trust or other security agreement with a lien which has priority over this is urity Instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security.

has priority over this is unity Instrument.

In the event is a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether of the then due, with any excess paid to borrower. In the event of a partial taking of the Property in which the fair market is the of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this. Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this and to total amount of the sums secured in mediately before the taking, divided by the air market value of the Property immediately before the taking, divided by the air market value of the Property immediately before the taking, divided by the air market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured intended to the sums secured by this Security Instrument when it of unless and licable law otherwise provides, the proceed in all be applied to the sums secured by this Security Instrument when it of unless and licable law otherwise make an award or see is a claim for damages, Borrower fails to respond to Lender with a days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restortion or regain of the Property or the sums secured by it. Security Instrument, whether or not then due.

Unless Lender and Borrower of the wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date it the monthly payments referred to in Paragraphs 1 and 2 or change is amount of such payments.

12. Borrower in Released; For bearinge By Lender Not a Waiver; Acceptance of arrial Payment. Extension of the

Borrower or any successors in interest of Borrower shall not operate to release, in any manner, the dability of the original Borrower and Borrower is successors in interest. Lender shall not be required to commence in occeding against such successor or may refuse to extend time for payment or otherwise modify amortization of the sums used ed by this Security Instrument by reason of any deman hade by the original Borrower and Borrower's successors in interest. Any for bearance by Lender on the sums used to be a sum of the sums used to be a policy of the original Borrower and Borrower's successors in interest. Any for bearance by Lender on the sums used to be a sum of the sums used to be a sum of the sum of one or more occasion in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude a clairer exercise of that or any other right or remedy.

Lender may a cept partial partners from Borrower, without waiving or farbering any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in sull, or with a notation of similar

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without that Borrower's

13. Successors at Ansigns Bound: Joint and Several Liability; Signers. The commants and agreements herein contained shall bind, at the rights hereinter shall inure to, the respective successors at arigins of Lender and Borrower, subject to the provision of Paragraph 17 serios. All covenants said agreements of Borrower shall be joint and several. Any Borrower who signs its Security Instrument, but does not exactly the Note: (a) is signify its Security Instrument only to mortgage, grant and contain the Note or under shall be presented in the Property to Lender under the serior of this Security Instrument, (b) agrees that Lender and any other Borrower may agree to example, modify proper or make any accommodations with regard to the terms of this Security I strument or the Note without that Borrower's amagent. sent.

limited herein.

without that Borrower's ament.

14. Notice. Except or any notice and ired under applicable law to be given in another manner: (a) any notice to Borrower provided for a this Security learnment shall be given by delivering it or by in a late such too be by first class mail addressed to the Proper and Address or to such other address as Borrower may designate by about to Leader as provided herein, and (b) any notice to I address shall be given by first class mail to Lender's address state therein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in an Security Instrument shall be deemed to have been given to Borrower of Lander when given in the manner designated in all.

15. Governing Last Severability. The state and local lasts applicable to this Security Instrument 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 Security Instrument. In the event that any possission or clause of this Security Instrument on the Note conflicts with applicable law, such conflicts shall not this end the provisions of this Security Instrument or the Note conflicts with applicable and to this end the provisions of this Security Instrument and the Note can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the Note are declared to be severable.

As used herein, "costs "expenses" and "morneys' fees" include all sums to the extension prohibited by applicable law or limited herein.

16. execution or after recor

Borrower's Cong. Borrower shall be furnished a copy of the Note and of the Security Instrument at the time of a fer recognition hereof. 27. Transfer of the Property or a maricial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred if a beneficial interest in Borrower is sold or transferred as Borrower is not a natural person) without Lender's prior intended to the property of the Prope

without Lender's prior inten consent. Lender may, at its option, require immediate personnt in full of all sums secured by this Security Instrument. However, this option, header may, at its option, require immediate personnt in full of all sums secured by the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 day this Security Instrument. If Borrower fasts to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by security Instrument, including the coverants to pay when the any sums secured by this Security Instrument. Lender provided in Paragraph 17 hereof, upon Burtower's breach of any coverant or agreement of Borrower at the Security Instrument, including the coverants to pay when the any sums secured by this Security Instrument including the coverants to pay when the any sums secured by this Security Instrument instrument, including the coverants to pay when the any sums secured by this Security Instrument instrument instrument instrument (3) a fast into the less than 35 days from the date the notice is recorded and specify:

If the prior the secure by judicial proceeding or advertisement and sale of the Property.

The notice shall be recorded the monexistence of a breach or any other dates and the tright to bring a court action or to assert in the folial proceeding or advertisement and sale of the Property.

The notice shall be recorded to the contraction of the sums secured by this Security Instrument to be immediately due and payable without surther demand and may foreclose this Security Instrument to be immediately due and payable without surther demand and may foreclose this Security Instrument to be immediately due and payable without surther demand and may foreclose this Security Instrument or judicial proceeding or invoke the power of sale hereby grand the aday of the recorded in each court of any collection of any collection of any coll

NEVADA DEED OF TRUE (9612) Original - Record M003-5NV

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notice of sale to the permitable and in the mariner prescribed by applicable law. After the time required by applicable law, the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the Property at any sale.

Trustee shall design the purchase the poperty at any sale.

Trustee shall design to the purchase the poperty at any sale.

Trustee shall design to the purchase the poperty at any sale.

Trustee shall applicable to the purchase the poperty at any sale.

Trustee shall applicable to the purchase the poperty at any sale.

Trustee shall applicable to the purchase the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not the person of persons legs that the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not the person of persons legs that the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not entitled to it.

To Borrower's Rich to Reinstale. He withstanding Leader's acceleration of the same secures by this Security Instrument dieso acceleration occurred; (b) to all sums secured by this Security that ment and the Note had no acceleration occurred; (b) the sale and the note of the Property or early of a subment endocting this Security Instrument; (c) are sonable attorneys free, trustees' fees and court costs; and (d) Borrower contained in this continue uniterated to purch the sale in the file of this Security Instrument she contained in this continue uniterated to purch the sale in the sale in the obligations secured her by the continue uniterated in the sale in the sale in the sale in the obligations secured her by the continue uniterated to purchase the sale in the obligations secured her by the sale remain in full force and affect as if no acceleration of the sale in the sale in the obligations secured her by the sale remain in f to Paragraph 17.

effect as if no acceleration and occurred. This right to reinstate shall not apply, however, a the case of acceleration pursuant to Praragraph 17.

20. Assignment of the Property, province that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property of the property of the collect and retain such rents as they become see and payable.

Upon acceleration under Paragraph 3 hereof or abandonment of the Property in the costs of management recriver is and to collect the rents of the Property in the costs of management of the Property and collection of rents, including, but not limite, to receiver shall be liable to account only for those rents actually received.

21. Hazardous Sustances of or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances to or in the Property. Borrower shall not do, nor allow anyone sits to do, are thing affecting the Property that is in viola at of any Environmental Law. The preceding two sentences shall not apply to be presence, use, or storage on the Property tendential uses and for a management of the property that is in viola at of any Environmental Law written notice of any investigation, claim, any governmental or culatory agency or private party involving the Property and the property and any governmental or culatory agency or private party involving the Property and Hazardous Substance or inclified by any governmental Caw of the Borrower has actual knowledge. If Borrower learns in the Property is necessary, Borrower shall promptly the all necessary embedial actions in accordance with Environmental Law or any removal or stir remediation of any Hazardous Substance or inclified by any governmental Caw or any investigation of management and party is necessary. Borrower shall promptly the all necessary embedial actions in accordance with Environment all law.

As used in this Paragraph 21, 1 in immental party embedial actions in accordance with Environmental Law.

Property of th otherwise

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23. Substitute True e. Lender, at its version, may from time to time appoint a successor sustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the off set of the Recorder of the country in which the Property is set ted. The instrument shall contain the assume of the original Lender. Trustee and Borrower, and the book and page where its 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 address confed ed upon the Trustee herein and by applicable to.

BY SIGNING LOW, Borrower accepts and agrees to the terms and covenants that ined in this Security Instrument and in any rider(s) exceeded by Borrower and seconded with it.

Gary Q Elmer (Seal)

April D Elmer (Seal)

Borrower (Seal)

STATE OF NEVADA
COUNTY OF Class

3/16/96

COUNTY OF CLASS
STEPHANE E. HEREE

knowledged before me on

This instrument

My Commission Expires: 10/14/\$

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LED AND RECORDED AT RECAU

March 26, 1996

ENTERON LIB OF CHICAL

Yuriko Setzer

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NEVADA DEED OF TRUMES121 Original - Record MO03-7NV

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by

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