

LIEN CONTRACT AND DEED OF TRUST WITH FEDERAL DISCLOSURE AND REQUEST FOR SPECIAL NOTICE (Incorporating Federal Truth in Lending Disclosures)

930073

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge, if any, provided for herein. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished to you upon request.

Seller: NORTH AMERICAN BUILDERS 3785 SOUTH 500 WEST SALT LAKE CITY, UT 84115
License Number:
hereby sells, and Buyer: DAVID E. OLDHAM 140 MAIN STREET CALIENTE NV 89008
(hereinafter called Buyer) hereby buys and accepts, subject to the terms and conditions herein provided, goods and services described as follows:

Table with 2 columns: DESCRIPTION OF GOODS AND SERVICES (Describe in detail) and PRICE. Row 1: WINDOWS & SIDING. Row 2: TOTAL \$ 12421.00

Table with 5 columns: ANNUAL PERCENTAGE RATE (16.25%), FINANCE CHARGE (\$ 21644.40), Amount Financed (\$ 12921.00), Total of Payments (\$ 34565.40), Total Sale Price (\$ 34565.40). Includes payment schedule: 180 payments, \$ 192.03 per payment, starting Monthly, Beginning.

Security: You are giving a security interest in the goods or property being purchased, and [X] in the land located at 140 MAIN STREET CALIENTE NV 89008.
Assumption: Someone buying your house cannot assume the remainder of the deed of trust on its original terms.
Late Charge: If a payment is late, you will be charged 8% of the amount of the past due payment or \$200, whichever is greater, but not more than \$1500.
Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.

Table with 2 columns: TAXES IMPOSED ON SALE, SALES TAX, OTHER TAXES. Includes items: 1. CASH PRICE \$ 12421.00, 2. CASH DOWNPAYMENT \$ N/A, 3. UNPAID BALANCE OF CASH PRICE \$ 12421.00, 4. INSURANCE: PROCURED BY SELLER ON YOUR BEHALF \$ N/A, 5. Fee Paid to Public Officials \$ N/A, 6. TITLE FEE \$ 125.00, 7. APPRAISAL FEE \$ 375.00, 8. AMOUNT FINANCED \$ 12921.00, 9. ANNUAL PERCENTAGE RATE 16.25%, 10. TOTAL OF PAYMENTS \$ 34565.40.

TERMS AND CONDITIONS OF CONTRACT
A. PAYMENT: Buyer agrees to pay seller, his successors, heirs, and assigns...
B. SECURITY: As security for the payment of the Total of Payments, except any portion thereof to any goods sold hereunder...
C. DELINQUENCY AND DEFAULT CHARGES: ACCELERATION: Buyer promises to pay Beneficiary a delinquency charge on any installment in default for 10 days or more in an amount equal to 8% of such installment or \$200, whichever is greater...

Table with 2 columns: LIENHOLDER, ADDRESS, AMOUNT. Includes a section for E. WORK SCHEDULE (Check as applicable) with checkboxes for swimming pool construction and home improvements.

F. TERMS AND CONDITIONS ON REVERSE: Buyer promises to pay Beneficiary all other amounts as provided herein and agrees to all other terms and conditions of this contract, which includes those additional terms and conditions set forth on the reverse side hereof.

Buyer(s) acknowledges that prior to signing this contract he (they) received and read a legible, completely filled-in copy of this contract; marked "Truth in Lending Copy" and that on signing, such copy was also signed by the parties hereto. Buyer(s) further acknowledges receipt of two copies of the separate notice of right to cancel required by Federal Law, and a copy of this contract at the time of signing and that he has received a copy of every other document that he signed during the contract negotiations.

Signature of Andrew Podlasny (N/A License/Registration No.)
Seller: NORTH AMERICAN BUILDERS
Buyer/Trustor: David E. Oldham
Date of Contract: May 21, 1995

G. OTHER TERMS AND CONDITIONS

Buyer promises to pay for (a) all title and reasonable costs of collection occasioned by the failure of Buyer to pay to Beneficiary...

Buyer agrees, at Buyer's expense, to care for and keep said property in good condition and repair...

INCONSISTENT STATE DISCLOSURES: The terms of disclosure set forth above are made in compliance with the Federal Truth in Lending Act...

IT IS MUTUALLY AGREED THAT:

1. Any compensation, awards, damages, costs of action and proceeds relating to any condemnation or damage to said property...

2. Time is of the essence of this agreement and its provisions relating to delinquency charges are in no way intended to constitute a waiver...

3. Upon payment in full of all sums secured hereby, the Trustee shall reconvey, without warranty, the estate vested in it...

4. Failure by Buyer to pay any installment of the indebtedness secured hereby or to perform any agreement hereunder...

5. Not less than three (3) months after recording of this deed of trust, the Trustee shall give notice of sale as then required by law...

6. The Buyer requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

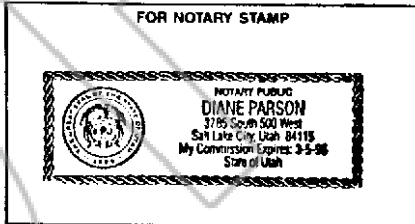
7. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

8. This contract which contains the terms and conditions set forth on the reverse side hereof contains the entire agreement of the parties...

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto...

Some contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is 1800 Industrial Road, Las Vegas, Nevada 89102.

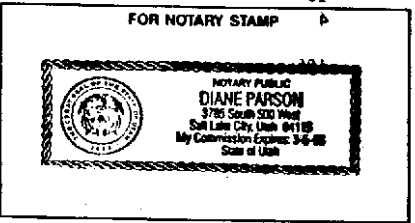
STATE OF NEVADA, COUNTY OF SALT LAKE. On May 23, 1995 before me, the undersigned, a notary public in and for said state, personally appeared Andrew Padlesny...



ASSIGNMENT OF LIEN CONTRACT AND DEED OF TRUST. FOR VALUE RECEIVED, the undersigned does hereby sell, grant, assign and transfer to STRIKE FINANCIAL ACCEPTANCE...

Date 5-25 1995. By Paula Wade, Vice President of North American Builders, Inc.

STATE OF NEVADA, COUNTY OF Salt Lake. On this 25 day of May, 1995 before me, the undersigned, a Notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Paula Wade...



INDEX AS DEED OF TRUST AND REQUEST FOR SPECIAL NOTICE. Submitted for Recordation By and Return to

SPACE BELOW THIS LINE FOR RECORDER'S USE. NOTE TO RECORDER: See reverse side of this document for request for special notice.

EXHIBIT - LEGAL DESCRIPTION

LOT 10, BLOCK 4 OF CALIENTE, NEVADA AS SHOWN ON THE OFFICIAL PLAT  
IN THE RECORDER'S OFFICE OF LINCOLN COUNTY, NEVADA (BEING IN  
SECTION 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B AND M.).

COOPER

NO. 110148

FILED AND RECORDED AT REQUEST OF  
Firstplus Financial  
Nov. 20, 1997  
AT 30 MINUTES PAST 2 O'CLOCK  
P.m. IN BOOK 131 OF OFFICIAL  
RECORDS PAGE 452 LINCOLN  
COUNTY, NEVADA

*[Signature]*  
COUNTY RECORDER

After Recording please send to :  
FIRSTPLUS FINANCIAL, INC.  
1600 Viceroy Drive, 3rd floor  
Dallas, Texas 75235  
Attn: Cindy Oman  
Pool Certification