

ASSOCIATES HOME EQUITY SERVICE
WESTERN DIVISION
14415 S. 50th ST. STE. 100
PHOENIX, AZ 85044

19017051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust

THIS DEED OF TRUST, made on 05/29/98, between MICHAEL E. LEAVITT AND
VERA DELL LEAVITT HUSBAND AND WIFE AS JOINT TENANTS, whose address is
PO BOX 342 ALAMO, NV 89001-, herein
called "Grantor," CON COUNTY TITLE, whose address is
Nevada, herein called
"Trustee,"
and ASSOCIATES HOME EQUITY SERVICES, INC. herein called "Beneficiary."

WITNESSETH: That for the purpose of securing payment of the indebtedness hereinafter described, the Grantor grants, conveys and confirms unto the Trustee in trust with power of sale, the following described real property, the "Property," and improvements thereon located in the County of State of Nevada, described as:
SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

IN TRUST HOWEVER, to secure unto Beneficiary payment of the sum of U.S. \$ 126,000.00, together with interest thereon, evidenced by a Note of like amount, bearing even date herewith, executed by the Grantor, payable to the order of Beneficiary, and to secure the payment of any and all moneys that may become due and payable from Grantor to Beneficiary.

TO HAVE AND TO HOLD, the Property and any improvements thereto to the said Trustee forever:

PROVIDED, HOWEVER, if the Grantor shall pay to the Beneficiary, its successors or assigns, the said indebtedness as evidenced by the Note made by the Grantor and any and all moneys that may become due and payable, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty. If there is no Trustee under the Deed of Trust, Beneficiary shall release the Deed of Trust in accordance with applicable law. Unless prohibited by applicable law, the Trustee or Beneficiary may charge a fee for services rendered in connection with the preparation, execution or recordation of a reconveyance or release of lien, pay off statement or request for a reconveyance or release of lien. The amount of any reconveyance and release or pay off statement fee shall be in the discretion of Trustee or Beneficiary, and shall not exceed the maximum amount, if any, set forth in applicable law for such fees.

THE GRANTOR DOES HEREBY COVENANT with the said Trustee that he is lawfully seized of above said property in fee simple and has good right and lawful authority to sell and convey the same to the said Trustee; that said Grantor warrants and will defend the said Property against all claims and demands of any person or persons whatsoever; that said Property is free and clear of all liens and encumbrances except current taxes.

The Grantor does hereby further covenant and agree to keep the above described Property including any improvements or additions thereto, in good repair and insured against loss or damage by fire and such other hazards as may reasonably be required by the Beneficiary in a sum not less than the balance of the indebtedness secured by this Deed for the benefit of the Beneficiary with such insurers as shall be approved by the Beneficiary and shall pay all costs and assessments therefor; shall pay all taxes, and any other assessments which are chargeable against or may become a lien against said Property; and in case of the Grantor's failure to keep said Property so insured, or to pay such taxes and assessments when due, the Beneficiary of this Deed shall have the right, but shall not be required, to cause such Property to be insured in the Trustee's name for the benefit of the said Beneficiary, and to pay such taxes and assessments when due and any advance so made together with interest thereon at the rate as set forth in the Note as to the unpaid principal balance thereof shall be added to the sum secured by this Deed.

Grantor does hereby further covenant and agree not to take any action or refrain from taking any action which would constitute an act of default under any other Deed of Trust on said Property.

Time is of the essence hereof and if default shall be made in the payment of the Note hereby secured, or any part or installment thereof, or if default shall be made in the payment of any sum or sums that Beneficiary may have paid or expended by virtue of any covenants or agreement herein contained, expressly including any such sum or sums paid or expended for insurance premiums, costs taxes, levies, charges or assessments, or if the said Grantor shall fail to keep or shall make default in the full performance of any of the stipulations, agreements or covenants on his behalf to be kept or performed, or if all or part of the said Property is sold or transferred without the Beneficiary's prior written consent, or if Grantor shall permit any other lien except as may hereinabove be set forth, arising either by contract or by law, which might be prior to lien of this Deed of Trust, to be created upon all or any part of said Property, or any improvement thereon, and shall fail to obtain a valid release of any such lien within a period of ten (10) days after its creation, then, upon the occurrence or happening of any such default or event, the entire principal sum secured by this Deed of Trust, with all interest accrued thereon, and all other amounts then secured hereby, shall at the option of the Beneficiary, be immediately due and payable upon Grantor's failure to cure such default(s) within 35 days of notice to Grantor of such defaults as specifically provided in NRS 107.080, as amended. Upon the written request of Beneficiary the said Trustee shall sell said Property at public sale to the highest bidder for cash, or upon such terms as said Trustee may elect, to satisfy and pay all amounts due, owing and payable thereunder, with all interest then accrued thereon, expressly including, but without limitation thereto all sums paid or expended on account of insurance premiums, costs, taxes, levies, charges or assessments, with interest thereon as aforesaid. It is expressly agreed that the Trustee shall have the right and power to adjourn any such sale from time to time, if he deems it advisable so to do. Any such sale shall be made in accordance with the laws of the State of Nevada. In the event of foreclosure proceedings hereunder, the Trustee may act by agent or attorney and is not required to be present in person at the time or place of sale.

It is further agreed that in case of the death, resignation, removal or absence of said Trustee from the State of Nevada, or his refusal or failure, or inability to act, then the holder Beneficiary, its successors or assigns, shall be and he hereby is authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

No delay or omission to exercise any right, power or remedy accruing to the Trustee or Beneficiary upon any breach or default by Grantor under this Deed shall impair any such right, power or remedy of the Trustee or Beneficiary, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Deed must be in writing. All remedies either under this Deed or by law afforded to the Trustee or Beneficiary shall be cumulative and not alternative.

All of the terms and conditions of this Deed shall apply to and be binding upon said Grantor, his heirs, personal representatives, successors and assigns and shall inure to the benefit of the heirs, successors and assigns of the Trustee and the Beneficiary.

The use of the words "Grantor" and "Beneficiary" throughout this agreement includes the singular and plural, the male, female and neuter and shall be read as his, her, their or its as the case may be.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

[Signature]
MICHAEL E. LEVITT

ACKNOWLEDGMENT

STATE OF NEVADA, COUNTY OF CLARK, SS:

On this 29 day of MAY, A.D. 1998, before me, Kathrine E. Finn.

a Notary Public in and for the aforesaid County and State, personally appeared Michael E. Leavitt and Vera Dell Leavitt known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he (she or they) executed the same freely and voluntarily and for uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office on the day and year aforesaid.

My commission expires March 24, 2001

[Signature]
Notary Public



EXHIBIT "A"

A portion of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada, more particularly described as follows:

Parcel 2 of that certain Parcel Map recorded July 20, 1994 in the Office of the County Recorder of Lincoln County, Nevada in Book A of Plats, page 419, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 04-061-04

NO. 111088

FILED AND RECORDED AT REQUEST OF

Cow County Title

June 4, 1998

02 20 11 11

AM 135 135

145 145

Yuriko Setzer

by Justin Brucher, deputy