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DEED OF TRUST

OF TRUST ("Security Instrument") is made on suite	
THIS DEED OF TRUST ("Security Instrument") is made on September 6, 1998 The trustor is RANDY LYTLE and TONI LYTLE, husband and wife ("Borrower"). The trustee is ("Trustee"). The ben	
The trustor is RAMUY LTILE and 1930 ("Borrower"). The trustee is ("Trustee"). The bed	eficiary 18
First American Title/Nevada , which is organized an	Q existing
	'Lender'').
under the laws of The United States The United S	
3/ R. Hall Joseph	Dollars
Borrower owes Lender the principal sum of One Hundred Thirty-One Thousand, Two Hundred Fifty and No/100 (U.S. \$ 131.250.00). This debt is evidenced by Borrower's note dated the same date as (U.S. \$ 131.250.00). This debt is evidenced by Borrower's note dated the same date as (U.S. \$ 131.250.00). This debt is evidenced by Borrower's note dated the same date as (U.S. \$ 131.250.00). This debt is evidenced by Borrower's note dated the same date as (U.S. \$ 131.250.00).	this Security
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(U.S. \$ 131 (19) which provides for monthly payments, with the little dest, it is	
payable on <u>networks</u> 1. 2028 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the This Security Instrument secures and modifications of the Note; (b) the payment of all other interest, and all renewals, extensions and modifications of the Note; (b) the payment of this Security Instrument; and the Note of the security of this Security Instrument; and the Note of the debt evidenced by the payment of the payment of the debt evidenced by the payment of the payment o	gims, with
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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower 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 Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum shall pay to Lender on the day monthly payments or ground reuts on the Property; (6) yearly leaschold payments or ground reuts on the Property, if any; (c) yearly hazard or on the Property; (6) yearly leaschold payments or ground reuts on the Property, if any; (e) yearly hazard or premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of premiums, and the provisions of premiums, and the provisions of premiums, and the provisions of the payment of mortage insurance premiums. These items are called Farour Items. Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sec. 2601 et seq. ("RESPA"), Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sec. 2601 et seq. ("RESPA"), Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sec. 2601 et seq. ("RESPA"), in the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a accordance with applicable; and the Funds and applicable law provides otherwise. Unless and provides of the provides and provides of the provides of t

charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly directly, Borrower shall promptly furnish to Lender acceptable to Lender; (b) contests in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings, which in the Lender's opinion operate lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice dentifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected to the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the

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insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to

If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 promptly by Description.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then the insurance proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the

a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action of are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or interest in the Property or other material impairment of the lien created by this Security Instrument. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires in the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreem

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and provided the priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to Property to make repairs. Although Lender may take action under this paragraph 7 shall become additional debt of Borrower do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in by this Security Instrument, Borrower shall pay the premiums required to obtain coverage required by Lender lapses or ceases to be in effect, effect. If, for any reason, the mortgage insurance coverage required by Lender If substantially equivalent previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent of the cost to Borrower of the mortgage insurance coverage insurance. Loss reserve payments may no longer be required,

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maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender 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 cause for the

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid 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 Lender otherwise agree in writing, the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured of the Property immediately before the taking, divided by (b) the fair market raction: (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 is partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender otherwise less than the amount of the sums secured immediately before the taking is a security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to authorized to collect and apply the proceeds at its option, either to restoration or t 19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection

interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument is always exclusions with the charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail 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. Any notice to Lender's shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is interest in it is sold or transferred. not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, lender shall give Bostones against the security Instrument. Lender if exercise is prohibited by federal law as of 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 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other soverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, lender's rights in the Property and Borrower's obligation to pay the that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sams secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this sums secured by this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in the Note. If there is a change of Loan Servicer') that collects monthly payments due under the Note and change in the entity (known as the "Loan Servicer, Borrower will be given written notice of the change in the Rotter is a change of the Loan Servicer, Borrower will be given written notice of the change in the address to which payments should be made. The notic 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to

unformation required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on 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 scatteries shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances shall not apply to the presence, use, or storage on the Property of small quantities of the Property. that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance governmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances: gasoline, kerosene, other as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Proposition of any covenant of agreement in this Security Instrument (but not prior to acceleration under paragraph to acceleration agreement in this Security Instrument (but not prior to acceleration under paragraph to acceleration agreement in this Security Instrument (but not prior to acceleration under paragraph to acceleration agreement in this Security Instrument (but not prior to acceleration under paragraph). breach of any covenant or agreement in this Security instrument tout not prior to acceleration usuer paragraph of 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may default out the cured; and (d) that failure to cure the default on or before the date specified in the notice shall be the cured to the cured to the cured that the cured that the cured to the cured t default must be cured; and (d) that failure to cure the default on or 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 inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full or all sums secured by this Security Instrument without further demand and may invoke the power of sale and of all sums secured by this Security Instrument without further demand and may invoke the power of sale and only other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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MARKET LITTLE	
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FIED AND RECORDED AT REQUEST OF FIRST AMERICAN TITLE SEPTEMBER 15, 1998

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COUNTY MEVADA. YURIKO SETZER