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WHEN RECORDED MAIL TO: flecorded Documents Post Closing Review #1255 P.O. Box 2314 Rancho Cordova, CA 95741

APM: 04-063-08

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated August 4, 2000, among JOANN PECTOL HASTINGS and CARL EDWARD HASTINGS, MARRIED TO EACH OTHER ("Grantor"); Bank of America, N.A., whose address is c/o Nevada Main Office, 300 S. 4th Street, 2nd Floor Executive Office, Las Vegas, NV 85101 [referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Equitable Deed Company (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficlary all of Grantor's right, title, and interest in and to the following described real property, together with all for the benefit of Lender as Beneficlary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently eracted or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, existing or subsequently eracted or utilities with dicts or irrigation rights); and all other rights, royalties, and profits relating to the water rights and dicts rights (including without limitation all minerals, oil, gas, geothermal and similar metters, [the "Real Property"] located in LINCOLN County, State of Nevada:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 115 FIRST SOUTH, ALAMO, NV 89001-0457. The Real Property tax identification number is APN 04-063-08 FOR LOAN 68181000658399.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

Commercial Code Recently Pitters of the Passing (1994).

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO THIS DEED OF TRUST IN THE INDEBTEORES INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS SECURE (A) PAYMENT OF THE INDEBTEORES INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The following Statutory Covenants are hereby edopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest default for Covenant No. 4 shall be 18.000% per annum. The percent of covenant Nos. 1, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest default for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are fees under Covenants Nos. 7 shall be the percent 10%). Except for Covenants Nos. 6, 7, and 8 shall control over the express inconsistent with the Statutory Covenants the terms of this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property (2) use, operate or manage the Property, and (3) collect the Rents from the Property, Real Property and collect the Rents.

Outy to Maintain. Grantor shall meintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Doed of Trust Hazardous Substances. Grantor represents a lien on the Property used for the generation, manufacture, storage, treatment, disposal, release or threatened release of eny remains a lien on the Property used for the generation, manufacture, storage, treatment, disposal, release or threatened release of eny remains a library substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust.

Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnity and hold harmless Lender against eny and all claims and late to claim and the property with the payment of the Deed of Trust.

This obligation to indemnity shall survive the payment of the Contribution of this Deed of Trust.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declars immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable;

DEED OF TRUST (Continued)

Page 2

whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nevada law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust;

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including Payment. Grantor shall pay when due land in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in the Deed of Trust. in this Deed of Trust.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Dead of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application a replacement basis for the full insurable value covering all improvements on the Real Proparty in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender, together with such other hezard and liability insurance et Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or disminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impured in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special Road hazard area. Grantor agrees to obtain and maintain Federal Flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits as tunder the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

otherwise required by Lender, and to maintain such insurance for the term of the loan.

LENDER'S EXPENDITURES. If Grantor fais. (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender maydo so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for paid by Lender for the date of repayment by such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand. (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of the Note is maturity. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bur Lender from any remedy that it otherwise would have had. as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lander in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paregraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Feiture to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or assignment for the benefit of creditors. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any guaranter, endorser, surety, or accommodation party of any of the indebtedness or any guaranter, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default under any Indebtedness, or should Grantor fail to comply with any of Grantor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or more of the following rights and

debtedness. Lender shall have the right at its option without notice to Grantor to declars the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by

Other Remedies. Trustee or Lander shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. one or the Property. To the extent pointness by approache tax, creator releasy waters any and actingnes to prove the Constitution of separately, in one in exercising its rights and remedies, the Trustee or Lender shall be free to sall all or any part of the Property together or separately, in one

DEED OF TRUST (Continued)

Page 3

sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue unimpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

SPOUSE AND NON-BORROWER GRANTORS OR TRUSTORS (1). Any Grantor or Trustor who signs this security instrument but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this security instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any

- (2) . Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this security instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.
- (3) . Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this security instrument and apply only to the extent permitted by applicable law.

MISCELLANEOUS PROVISIONS. The following miscelleneous provisions are a part of this Deed of Trust:

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Governing Law. This Deed of Trust will be governed by and interpreted in accordance with federal law and the laws of the State of Nevada. This Deed of Trust has been accepted by Lender in the State of Nevada.

Choice of Venue. If there is a lavysuit, Grantor agrees upon Lander's request to submit to the jurisdiction of the courts of any County, State

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nevada as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Bank of America, N.A., and its successors and assigns.

Borrower. The word "Borrower" means JOANN PECTOL HASTINGS and CARL EDWARD HASTINGS, and all other persons and entities signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances environmental Lawa. The words "Environmental Lawa" mean any and all state, tederal and local statutes, regulations and ordinances reliating to the protection of human health or the anvironment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Remuthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Mazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 5901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Deed of Trust in the Events of Default section of this Deed of Trust.

Grantor. The word "Grantor" means JOANN PECTOL HASTINGS and CARL EDWARD HASTINGS.

Guaranty. The word "Gueranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lander, including without limitation a guaranty of all or part of the Note.

improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustse or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Bank of America, N.A., its successors and essigns. The words "successors or essigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated August 4, 2000, in the original principal amount of \$88,956.66 from Grantor to Lender, together with all renewate of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is July 29, 2015.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, manufactured homes or moduler homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust,

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, colleteral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits der the Property.

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| | DEED OF TRUST (Continued) | Page 4 |
| Trustee. The word "Trustee" means E | quitable Deed Company, whose address is P.O. Box | x 2240, Brea, CA 92622, and any substitute or |
| SUCCESSOR TUSTORS. | G READ ALL THE PROVISIONS OF THIS DEED OF | TRUST, AND EACH GRANTOR AGREES TO ITS |
| ERMS. | | |
| GRANTOR: De the Lai | fine torle | Hard Home |
| BANN PECTOL HASTINGS | | |
| | INDIVIDUAL ACKNOWLEDGMEN | (T /) |
| | , | \ / / |
| STATE OF NEVADA | 55 | |
| COUNTY OF LINCOLN | | |
| | Quant 4 2000 | W JOAAN PECTOL HASTINGS; CARL EDWARD |
| This instrument was acknowledged before HASTINGS. | re me on | (Total |
| / / | 1 | |
| / / | 1 | (Signature of notarial officer) |
| | DEBORAH VICK Notery Jary Public - Nevade | Public in and for State of |
| | Commission Expires | \ |
| 200 | March 1, 2004 No. 00-61970-1 | \ |
| <u> </u> | \ | \ |
| _ _ | REQUEST FOR FULL RECONVEY | ANCE |
| | (To be used only when obligations have been pain | d in full) |
| To: | Trustee | Trust All nums secured by this Deed of Trust have |
| The undersigned is the legal owner and h | iolder of all indebtedness secured by this besu of reby directed, upon payment to you of any sums of | rust. All sums secured by this Deed of Trust have ving to you under the terms of this Deed of Trust of a delivered to you together with this Deed of Trust). |
| pursuant to any applicable statute, to com- | a parties designated by the terms of this Deed of Ti | ving to you under the terms of this Deed of Trust), a delivered to you together with this Deed of Trust), rust, the estate now held by you under this Deed of |
| Trust. Please mail the reconveyance and | Related Documents to: | |
| B | Soneficiery: | |
| Date: | Ву: | |
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EXHIBIT "A"

A parcel of land situate within Block 56 of ALAMO TOWNSITE, situate within the Southwest Quarter (SW1/4) of Section 5, Township 7 South, Range 61 East, M.D.B.EM., more particularly described as follows:

Parcel 2 of that certain Parcel Map recorded August 3, 1998 in the Office of the County Recorder of Lincoln County, Nevada in Book B of Plats, page 142 as File No. 111365, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 04-063-08

NO._114999

FILED AND RECORDED AT REQUEST OF

Cow County Title

August 17, 2000

AT24 MINUTES MAST 04 O'CLOCK PM M BOOK 150 OF OFFICIAL

RECORDS MAGE 63

COUNTY, NEVADA.

Leslie Boucher