Assessor Parcel No(s): 01-057-29

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WHEN RECORDED MAIL TO:
Bank of America, Poet Closing Review #1255
CA3-701-42-25
P.O. Box 2316
Renche Cerdews, CA 95741

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## REVOLVING CREDIT DEED OF TRUST SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST is dated June 29, 2001, among JOHN RICHARD STEVER, AN UNMARRIED PERSON ("Grantor"); Benk 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 PRLAP, INC., whose address is P.O. BOX 2240, BREA, CA 92822-0000 (referred to below as "Trustee")

CONVEYANCE AND GRANT. For valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of tale for the benefit of lander as Beneficiary at of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all essements, rights of way, and appurenances; all water, water rights and direct rights (including stock in utilities with direct or irrigation rights); and all other rights, royalties, and profits resting to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (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 17 HOFFMAN ST, PIOCHE, NV 89043-0172.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Deed of Trust secures a revolving line of credit. Such advances may be made, repeat, and remade from time to time, subject to the limitation that the total outstanding belance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance curstanding under the Credit Agreement from time from zero up to the Credit Limit as provided in this Deed of Trust and any intermediate balance.

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.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBITEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GOVERNED IN PART BY NRS 100,300 TO 106.400 AND THEREFORE SECURES FUTURE ADVANCES MADE BY LENDER. THE MAXIMUM AMOUNT OF ADVANCES SECURED BY THIS DEED OF TRUST IS STATED BELOW UNDER THE DEFINITION OF CREDIT AGREEMENT, WHICH MAXIMUM MAY INCREASE OR DECREASE FROM TIME TO TIME BY AMENDMENT OF THE CREDIT AGREEMENT. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING

GRANTOR'S VIAITERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing uny action against Grantor, including a claim for deficiency to the extent Lender is otherwise action to a claim for deficiency, before or after Lunder's commencement or completion of any foreclosure action, either judicially or by exercise of a cover of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Sorrower shall pay to Lander all Indebtadness secured by this Deed of Trust as it becomes due, and Sorrower and Grantor shall strictly perform all their respective obligations under the Coadk Agreement, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants No. 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 sees under Covenant No. 7 shall be ten purcent(10%). Except for Covenants Nos. 5, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 5, 7, and 8 shall control over the impress terms of any inconsistent terms of this Deed of Trust.

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## **DEED OF TRUST** (Continued)

Page 2

Loan No: 68181001251599

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

Possession and Use. Until the accurrence of an Event of Default, Grantor may (1) remain in possession and control of the Pro

Duty to Mannin. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and minecessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deld of Trust.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deld of Trust.

Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspectitions and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust.

Grantor needs (1) releases and waires any future claims against Lender for indemnity or contribution in the event Grantor becomes fields for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all takes and closes resultate from a breach of this paragraph of the Deed of Trust.

This obligation to indemnify shall survive the payment of line bredeness and the satisfaction of this Deed of Trust.

DIE ON SALE. CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by the Deed of Trust upon the self 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 mubile home or manufactured home located on the property whether or not it is legally a part of the real property. A faele or transfer' means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or whether voluntary; 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 or 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 Leader 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. Grentor shall pay when due (and 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 er equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness inferred to below, and except as otherwise provided in this Deed of Trust.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of five 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 insplication of any constituence clause, and with a standard mortgage clause in favor of Lender, together with such other hazard and liability insurance as Lender many reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a campany or companies reasonably acceptably acceptable to Lender. Grantor, non request of Lender, will deliver to Lender families to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an estoderment providing that coverage in favor of Lender will not be impaired in any way by and, or act, omission or default of Grantor or any other parsion. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard eres. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lander that the Property is located in a special flood hazard area, for the full unpaid principal bilance of the loan and sny prior lines on the property securing the team, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lander, and to maintain such insurance for the term of the loan.

IDER'S EXPENDITURES. If Grantor falls IAL to keep the Property free of all taxes, liene, security interests, and contains and contains and contains and contains and contains and contain

ENDER'S EXPENDITURES. If Granter fails (A) to keep the Property free of ell taxes, llens, 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 may do so. If any action or proceeding is commenced that would muterially affect Lender's interests in the Property, then Lender on Granter's behalf may, but is not required to, take may action that Lander believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes while then bear interest at the rate charged under the Credit Agreement 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 dimends. (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to the during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be tasted as a balloon payment which will be due and payable at the Credit Agreement's maturity.

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

Title. Grants warrants that: (a) Granter holds good and marketable title of record to the Property in fee simple, free and clear of all it and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final little opinion issued in favor of, and accepted by, ender 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 paragraph above, Grantor warrants and will forever defend the title to the Property age the lewful claims of all persons.

EVENTS OF DEFAULT. Grantor will be in default under this Deed of Trust if any of the following happen:

- (1) Grapher commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can in for example, a sales statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's fin
  - er does not meet the repayment terms of the Credit Agreement.
- (3) Greating action or inaction adversely affects the collected or Lender's rights in the collected. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the

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## DEED OF TRUST (Continued)

Page 3

Loan No: 6\$181001251599

RIGHTS AND REPUBLISS ON DEFAULT. Upon the occurrence of any Event of Default under any indebtedness, or should Borrower of Granto to comply with any of Borrower's or Gruntor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or incle of following rights and remedies:

Election of Famedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender toucheous any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's brigations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Granter in default and to exercise Lender's remedies.

Accelerate inhebitedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire independents immediately due and payable.

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

Other Respecties. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or by law.

Sale of the Property. To the extent permitted by applicable law, Borrower and Granter hereby weives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one 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 Dead 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 indestedness has been paid in full.

SPOUSE AND MON-SORROWER GRANTORS OR TRUSTORS (1). Any Granter or Truster who signs this security instrument but does not execute the flots or Credit Agreement ("Non-borrower Granter or Truster"): (a) is signing only to grant, bargain, sail and sonway such Non-borrower Granter or Truster'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 Granter's or Truster's consent, Lender and any other Grintor or Trustor may earee to renew, extend, modify, forbear or make any accommodations with regard to the larms of

(2). Any species 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 stay 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 senterces limit the liability of any Non-borrowar 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 Indebtodness in whole or in plant; 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 miscellaneous provisions are a part of this Deed of Trust:

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

Walver of Hemestead Exemption. Cirantor 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 Borrower" means JOHN R STEVER, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 29, 2001, in the original principal amount of \$15,000.00 from Borrower to Lender, together with all renewals 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 June 29, 2026.

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 endinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Resonace, and Resonace Environmental Envir

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the evention of this Deed of Trust.

Existing (nebbtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision o

Grantor The word "Grantor" means JOHN RICHARD STEVER.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property.

indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit

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