Form RD 3550-14 NV

APN 001-240-10

Form Approved
OMB No. 0575-0172

United States Department of Agriculture Rural Housing Service

DEED OF TRUST FOR NEVAD WITH ASSIGNMENT OF RENT

October 25, 2001 THIS DEED OF TRUST ("Security Instrument") is made on

The trustor is Edwin P. Stephenson, Sr. and Debra M. Stephenson, husband and wife

The trustee is First American Title Company of Nevada, a Nevada corporation

P. O. Box 1048, Ely

Nevada ("Trustee")

The beneficiary is the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, 1520 Market Street, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument

Principal Amount

Maturity Date

October 25, 2001 \$41,610.00

October 25, 2031

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Lincoln. County, Nevada: Lincoln

Parcel No. Two (2) as shown on Parcel Map for Patricia Blanchard, filed in the Office of the County Recorder of Lincoln County, on August 7, 1987, as File No. 87416 in Book A of Plats at Pate 276-A, located in a portion of Section 14, Township 1 North, Range 67 East, MDB&M.

which has the address of 10 Bartolo Road, Pioche, NV. 89043

Nevada

("Property Address");

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden costinate or any other aspect of this collection of information, including suggestions for information, to the U.S. Department of Agriculture, Clearance Officer, STOP.7602, 1400 Independence Ave., SW, Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB member.

BOOK 159 MGE 296

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to BOKKOWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower arrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances

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 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 ("Funds") for: (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) to Leader to the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) to Leader and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; (d) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; (d) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; (e) yearly hazard or property insurance premiums; and (d) leasehold payments or ground rents on the Property; (e) yearly hazard or property insurance premiums; and (d) leaseho time, 12 U.S.C. § 2601 er seq. ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

may estimate the amount of Funds due on 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 by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge federal agency, instrumentality, or entity. Lender shall apply the Funds annually analyzing the escrow account, or verifying the Escrow Items, Borrower for holding and applying the Funds annually analyzing the escrow account, or verifying the Escrow Items. unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower interest on me rungs and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. in connection with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower, and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which cach debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security lands are pledged as additional security for all sums secured by this Security

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held be Lender at any time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in Lender at any time is not surficient to pay the Escrow items when due, Lender may so notify borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to require the sums required by the Security Instrument acquired by this Security Instrument.

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

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 manner, Borrower shall pay these obligations on the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be read under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender

pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower; (a) agrees in writing to 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 acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that

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any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above

within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse the Lender or Trustee for all of Lender's or Trustee's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property

with any full or partial release or supordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on 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 insurer providing the 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, at Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's problem in the Property Property Property of the Property P

approval which shall not be unreasonably withheld. It Borrower latis to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's nights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee 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 Borrowe

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 tender's security would be lessened, the insurance proceeds shall be restorated by the company to the applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Burrower abandons the Property, or does not answer within thirty (30) days 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 thirty (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

Unless Lender and Borrower otherwise agree in writing. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration 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.

6. Preservation. Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in detault if any torteiture comprised in Laws, ordinances, and regulations anisotropy in Copyright and Copyright a Berroperty or otherwise materially impair the tien created by this Security instrument or Lender's security interest.

Berrower may cure such a default by causing the action or proceeding to be dismissed with a riling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest. Borrower 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, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is Lender with any material information) in connection with the loan evidenced by the Note. It this security instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to 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 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 or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has 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 is not required to do so.

Lender may take action under this paragraph 1, Lender is not required to 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 amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment. 8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness

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 inspection.

18. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, 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

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sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or 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 fraction: (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. Any balance shall be paid to divided by the fair market value 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 hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured 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

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 damages. Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower

property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11: Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any

right or remedy shall not be a waiver of portower's successors in interest. Any fordearance 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 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not account the March 19 to the provisions of paragraph 16. provisions of paragraph 10. Bofrower's covenants and agreements shall be joint and several. Any Bofrower 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 Bofrower'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 Bofrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the

13. 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 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.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any 14. Governing Law; Severability. This Security instrument snall be governed by lederal law. 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 and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions bereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law. otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is 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.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex. national

origin, handicap, age or familial status. 18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

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19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances. Borrower snatt not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence snall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal the Property of small quantities of the Property. Borrower shall not do, nor allow anyone else to do, anything residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation. with such federal procedure

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 or any governmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any environmental law or regulation of which borrower has actual knowledge. If Borrower learns, or is notified by airly 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 applicable

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and regulations. environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pet

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: shall constitute default hereunder.

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by 22. SHOULD DEFAULT occur in the performance of discharge of any obligation in this instrument, or should the parties named as Borrower die or be declared an incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any creditors, Lender, at its option, with or without notice, may: (a) dectare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable. (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of operate or rent the Property. (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said applications have a receiver appointed for the Property, with the usual powers of receivers in like cases. (d) without a prior hearing authorize and request Trustee to foreclose this instrument and sell the Property as provided by law and (e) bring an action to

and request Trustee to foreclose this instrument and sell the Property as provided by law and (e) bring an action to ioreclose this instrument, obtain a deficiency judgment, or enforce any other remedy provided by law.

23. At the request of Lender, Trustee may foreclose this instrument by advertisement and sale of the Property as provided by law, for cash or secured credit at the option of Lender, personal notice of which sale need not need be served provided by law, for cash or secured credit at the option of Lender, personal notice of which sale need not need be served or Borrower; and at such sale Lender and its agents may hid and purchase as a stranger. Trustee at Trustee's ontion may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing; and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and delegate duly authorized in accordance herewith. 24. The proceeds of forectosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby'(d) inferior liens of court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby'(d) inferior liens of source to be so paid to b record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. In case Lender is the successful bidder at foreclosure or other sale of all owing to Lender, and (1) any parance to Borrower, in case Lender is the successful pioner at foreclosure or other saic of all or any part of the Property. Lender may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

Borrower owing to Lender, in the order prescribed above.

25. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for homestead or exemption of the Property (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount of the time within which such action must be brought. (c) prescribing any other statute of limitations, or (d) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new borrower. Borrower expressly waives the benefit of any such categories.

26. If Borrower has a permit or approved application for the appropriation of water for use on or for the benefit of the Property hereinabove described, Borrower will perform and complete all the action and fulfill all the conditions the Property hereinabove described, Borrower will perform and complete all the action and fulfill all the conditions to necessary to perfect such water right; and in the event of Borrower's failure to do so, Lender shall have the right to complete such action and to advance such sums as may be necessary for such purpose, such advances to be secured by

27. If the property, or any part thereof, is a lease or a purchaser's interest in a contract of sale, Borrower will pay when due all rents, contract payments and any and all other charges required by said lease or contract, will comply with all other requirements of said lease or contract, and will not surrender or relinquish, without Lender's written consent any of the lease or contract, and will not surrender or relinquish, without Lender's written consent any of the lease or contract, and will not surrender or relinquish, without Lender's written consent any of the lease or contract, and will not surrender or relinquish. Borrower's right, title and interest in or to the Property or the lease or contract while this instrument remains in effect.

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28. Upon full and final payment of all indebtedness herel every condition, agreement and obligation, contingent, or oth request Trustee to execute and deliver to Borrower at Borrower days after written demand by Borrower, and Borrower hereby we delivery of such reconveyance. 29. As additional security, Borrower assigns to and confer and income of the Property, reserving to Borrower the right instrument. Lender may apply said rents and other income on any order it may determine and without regard to the adequacy 30. Borrower covenants and agrees to perform and compile operfect Borrower's rights to appropriate underground water placed on the Property and apply said water to beneficial use Lender shall have the right to complete such action in which evindebtedness of Borrower in favor of Lender and shall be secured 31. Schstitute Trustee. Lender may, for any reason or successor trustee to any Trustee appointed hereunder. Without succeed to all the title, power, and duties conferred upon Trustee 32. Time of Essence. Time is of the essence in each cover 33. Riders to this Security Instrument. If one or more rights the covenants and agreements of each estimate the covenants and agreements of the Security Instrument, the covenants and agreements of the Security Instrument.	nerwise, contained herein or secured hereby, Lender shaler's address a full reconveyance of the Property within 6 varives the benefits of all laws requiring earlier execution or supon Lender the power to collect the rents issues, profit to collect and retain same prior to any default under this the loan or any indebtedness secured by this instrument is of security for same. It is also that the action and fulfill all of the conditions necessare to be produced from any well(s) now located or hereafte thereon; and in the event of Borrower's failure to do so ent all expenses and costs incident thereto shall become as to by this deed of trust. cause, from time to time remove Trustee and appoint at conveyance of the Property, the successor trustee shall be incomparated into and shall amend and of rider shall be incomparated into and shall amend and
supplement the covenants and agreements of this Security In Instrument. [Check applicable box]	istrument as if the rider(s) were a part of this Security
☐ Condominium Rider ☐ Planned Unit Developme	nt Dide: [] Other(s) Impaiful
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NOTICE-THE DEBT SECURED HEREBY IS SUBJECT BEING MODIFIED IN THE EVENT OF SALE OR CONVI	TO CALL IN FULL OR THE TERMS THEREOF EYANCE OF THE PROPERTY CONVEYED.
BY SIGNING BELOW, Borrower accepts and agrees to the this Security Instrument and in any rider executed by Borrower and the security Instrument and in any rider executed by Borrower and the security Instrument and in any rider executed by Borrower and Instrument and Instrumen	ne terms and covenants contained in pages 1 through 6 of and recorded with this Security Instrument. Betti Betti Contained Betti Betti Contained Betti Be
	Debra M. Stephenson
STATE OF NEVADA	
C ss :	ACKNOWLEDGMENT
COUNTY OF <u>Lincoln</u>	
On this 24111 day of october	, 2001 personally appeared before
	ephenson the signer(s) of the above instrument, who duly
acknowledged to me that they executed the	
ALYGUN BOUCHER ACTIVITIES Flatters in Lineth County Is 0-3455 to 5-2558 March 17, 2001	Notary Public Residing at: 11((1))
	My commission expires: M(VCI) 17,2((/
	my commission expires: 1) I(1)(1) 1 1/2-CC

Rural Housing Service

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