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AT THE REQUEST OF

Cow County Title

2003 NOV 13 PM 2 31

LINCOLN COUNTY CLERK  
FEL 23  
LESLIE BOWEN

TMS

APN# 08-031-36

Recording Requested by:

Name COW COUNTY TITLE CO.

Address P.O. BOX 1608

City/State/Zip TONOPAH, NV 89049

19027218

DEED OF TRUST

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

AND WHEN RECORDED MAIL TO

OPERATING ENGINEERS FEDERAL  
CREDIT UNION  
BOX 2082  
Dublin, CA 94568

TD EL2 Order No.

Escrow No. 603 - 15210

Loan No.

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
AND REQUEST FOR NOTICE**

**NOTICE: THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST. THIS DEED OF TRUST MAY SECURE BORROWING MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY. ADVANCES ARE OBLIGATORY.**

This DEED OF TRUST, made this 29<sup>th</sup> day of October 2003, between

**Bernice L. Hicks - An Unmarried Woman**, herein called TRUSTOR,

whose address is 75 Cemetary Road; Alamo, NV 89001,

**T.D. SERVICE COMPANY**, a California Corporation, herein called TRUSTEE, and

**OPERATING ENGINEERS LOCAL UNION NO. 3 FEDERAL CREDIT UNION**, herein called **BENEFICIARY**, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, California, described as: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF**

In the event of sale, transfer, conveyance, or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this deed of trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein.

2. Payment of the indebtedness due and to become due under, and performance of the terms, and conditions under the Home Equity Secured Open-End variable Rate Lending Loan Agreement and Truth-in-Lending Disclosure Statement (herein "the Agreement") dated the same date as this Deed of Trust, the Conversion to Fixed Rate, Closed-End Loan Documents pursuant to the Agreement, and all modifications, extensions and renewals thereof, executed by the Trustor in favor of Beneficiary, or other. The Agreement contemplates a series of advances of a revolving nature, to be made, repaid and remade, from time to time, under the Agreement shall not exceed \$45,000.00 which sum is referred to in the Agreement as the "Credit Limit." The outstanding principal balance does not include finance charges, late charges or other costs which may accrue under the agreement. The entire indebtedness under the Agreement, if not paid sooner, is due and payable on November 1<sup>st</sup>, 2028. IF APPLICABLE, "SEE ATTACHMENT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE FOR THE TERMS OF THE LOAN AGREEMENT REGARDING THE VARIABLE ANNUAL PERCENTAGE RATE.

3. Payment of additional sums and interest thereon as may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

**DO NOT RECORD**

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate specified in the principal indebtedness secured hereby, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum amount allowed by law at the time when said statement is demanded.

(6) It is mutually agreed: That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." (Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That the assignment of the rents, issues and profits of said property is expressly intended to be absolute upon Trustor's default (or notice of default by Trustee), however, Trustor reserves the right prior to its default, in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and obtain such rents, issues and profits as they become due and payable. Upon any such default it is the express intention of the parties hereto that all rents, issues, and profits shall be and they hereby are assigned absolutely to the Beneficiary hereof as payment, pro tanto of the obligations secured hereunder. This assignment shall not cure or waive any default or notice of default hereunder.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 2924B, CIVIL CODE, REQUEST IS HEREBY MADE THAT A COPY OF ANY NOTICE OF DEFAULT AND A COPY OF ANY NOTICE OF SALE UNDER THE DEED OF TRUST (OR MORTGAGE) RECORDED

October 30<sup>th</sup>, 2002 IN BOOK 167 PAGE 585

RECORDS OF Lincoln COUNTY, (OR FILED FOR RECORD WITH RECORDER'S SERIAL NUMBER 119018 COUNTY) CALIFORNIA, EXECUTED BY **Bernice L. Hicks AS**

TRUSTOR (OR MORTGAGER) IN WHICH Mortgage Electronic Registration Systems, Inc. ("MERS"), A Delaware Corporation, as nominee for **STERLING CAPITAL MORTGAGE COMPANY, A Texas Corporation IS NAMED AS BENEFICIARY (OR MORTGAGEE)**

AND **First American Title Company of Nevada AS TRUSTEE BE MAILED TO**

**Operating Engineers Local Union #3 Federal CREDIT UNION**

(CREDIT UNION ADDRESS) **P.O. Box 2082; Dublin, CA. 94568**

State of Nevada

County of Lincoln

Signature of Trustor

Bernice L. Hicks

Bernice L. Hicks

On November 3, 2003, before

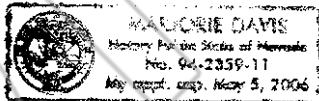
Me. Marjorie Davis a  
Notary Public

personally appeared Bernice Hicks

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he (s) they executed the same in his (her) their authorized capacity(ies), and that by his (her) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature Marjorie Davis

My Commission Expires May 5, 2006



Do not record

**REQUEST FOR FULL RECONVEYANCE**

TO T.D. SERVICE COMPANY, TRUSTEE: Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

EXHIBIT "A"

Order No.: 19027218

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

That portion of the North Half (N1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) in Section 8, Township 7 South, Range 61 East, M.D.B.&M., more particularly described as follows:

Parcel 4 of that certain Parcel Map recorded August 6, 1984 in the Office of the County Recorder of Lincoln County, Nevada in Book A of Plats, page 234 as File No. 80558, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2003 - 2004: 08-031-36

**STEWART TITLE**  
Guaranty Company

BOOK 180 PAGE 108

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

## **T.D. SERVICE COMPANY**

SOUTHERN CALIFORNIA \_\_\_\_\_  
REGIONAL OFFICE \_\_\_\_\_  
1750 East Fourth Street, Suite 800 \_\_\_\_\_  
Santa Ana, CA 92705 \_\_\_\_\_  
(800) 843-0260 \_\_\_\_\_  
(714) 543-TDSC \_\_\_\_\_

NORTHERN CALIFORNIA \_\_\_\_\_  
BRANCH OFFICE \_\_\_\_\_  
737 Arnold Drive, Suite C \_\_\_\_\_  
Martinez, CA 94553 \_\_\_\_\_  
(800) 235-9015 \_\_\_\_\_  
(510) 229-9015 \_\_\_\_\_

COPY

**OPERATING ENGINEERS LOCAL UNION NO. 3 FEDERAL CREDIT UNION**

Home Equity Secured Open-End Variable Rate Lending

**ATTACHMENT A**

The Agreement secured by this Deed of Trust contains a variable interest rate provision as follows:

Changed in the Annual Percentage Rate and Finance Charge:

**A. Variable Rate**

I agree that you will have the right to increase or decrease the Annual Percentage Rate (the "Initial Rate") and its corresponding daily periodic rate in direct relationship to changes in Index described before during the term of this Agreement.

**B. Change Date**

The Annual Percentage Rate (APR) may change every six (6) months after the initial rate change. This is called the "Rate Change Period".

Each date on which the Annual Percentage Rate could change is called a "Change Date".

**C. The Index**

The Annual Percentage Rate is based on the value of an index. The index is described as:

"The Prime Rate as published in the Western Edition of the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used."

The Annual Percentage Rate on my loan will be the rate of the Index plus zero%. The first index figure for use under this Agreement is 4.000% called the "Original Index". Before each Change Date, the Current Index amount is determined by using the most recently available figure for the Index one (1) business day (Monday through Friday, excluding holidays) before each Change Date. If the Index should become unavailable or is discontinued during the term of this Agreement, you will choose a successor or



- now Index based upon comparable information and you will notify me of this choice.

**D. Calculation of Changes**

Before each Change Date you will determine any change in the Annual Percentage Rate and its corresponding daily periodic rate applicable to my account. You will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, you will add the difference to the Initial Rate. If the Current Index is lower than the Original Index, you will subtract the difference from the Initial Rate. You will then round the result of this addition or subtraction to the nearest one quarter of one percentage point (0.25%). Subject to the limits stated in Paragraph 7E below, this rounded amount as an Annual Percentage Rate and its corresponding daily periodic rate will be used to calculate the Finance Charges that I am required to pay.

**E. Limits on Changes**

The Annual Percentage Rate will not increase over six (6) percent over the Original Index Rate, over the life of the loan.

The Annual Percentage Rate will not increase or decrease over two (2) percent over the previous interest rate for the previous Rate Change Period.

**F. Effect of Changes**

An increase in the Annual Percentage Rate and its corresponding daily periodic rate will result in more Finance Charges and an increase in the number of payments required to pay the amounts that I may owe under this Agreement. If my current payment will not be enough to pay the monthly interest due with the interest rate increase, my payments will be increased by the amount necessary to repay the balance in my account at the new interest rate and in the Approximate Repayment Term shown on the voucher or statement I received since my most recent advance. The final payment may be larger than the regular payment amount if necessary to pay in full the total balance which I owe, including principal and finance charges, on the final due date under this Agreement. This type of large payment is known as a "balloon payment".

A decrease in the Annual Percentage Rate and its corresponding daily periodic rate will result in less Finance Charges and a decrease in the number of payments required to pay the amounts I may owe under this Agreement.

**G. Effective Date of Changes**

The new Annual Percentage Rate and daily periodic rate will become effective on each Change Date and will apply to the unpaid principal balance of my account until the rate is again changed or until the amounts that I owe to you have been paid in full.

COOPER