

Official Record

Recording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$23.00

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RPTT:

Recorded By: AE

Book- 239 Page- 0165



0130967

APN: # 001-332-28

ACCOUNT # 63911 L51 ID01

ORDER # 116-2345532

Instrument Prepared By and Return to:

SILVER STATE SCHOOLS CREDIT UNION
PO BOX 12037
LAS VEGAS NV 89112
MAIL TAX STATEMENTS TO:

MICHAEL P COLLINS AND LARRY CZECH

8913 COLORFUL PINES AVE

LAS VEGAS NEVADA 89143

SPACE ABOVE THIS LINE FOR RECORDER'S USE



P.O. BOX 12037
LAS VEGAS, NV 89121-0037
(702) 733-8820
(800) 357-9654

HomeEquity
Closed-end Deed of Trust

THIS DEED OF TRUST is given on JANUARY 30, 2008 by

MICHAEL P COLLINS, AN UNMARRIED MAN AS TO AN UNDIVIDED ONE-HALF INTEREST, AND LARRY CZECH, AN UNMARRIED MAN AS TO AN UNDIVIDED ONE-HALF INTEREST

hereinafter referred to as individually or collectively, as the context may require, as "Trustor," to FIRST AMERICAN TITLE INS CO hereinafter referred to as "Trustee," for the benefit of Silver State Schools Credit Union, it's successors and assigns, whose address is P. O. Box 12037, Las Vegas, Nevada 89112-0037 ("Beneficiary").

Trustor does hereby irrevocably grant, bargain, sell, transfer, assign and convey to Trustee in Trustee with power of sale, the following described property located in the County of CLARK, State of Nevada:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

which has the street address of PARCEL 15 LINCOLN COUNTY, NEVADA A.P.N. 001-332-28; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property. (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, right-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing, all of the foregoing is collectively referred to in this Deed of Trust as the "Property."

This Deed of Trust is given to secure the payments of the principal indebtedness of \$ 17,000.00, together with interest, Advances (as hereinafter defined), all other amounts, finance charges, payments and premiums due and the performance of all obligations that Trustor now or hereafter owes Beneficiary under this Deed of Trust and under that certain agreement governing Trustor's Closed-end Note, Disclosure and Loan Agreement, entered into between Trustor and Beneficiary of even date herewith ("Agreement"), including all extensions, renewals and modifications thereof (all of such obligations being hereafter referred to as the "Debt").



APN: # 001-332-28 ACCOUNT # 63911 L51 ID01 ORDER # 116-2345532
DEED OF TRUST (continued)

The maturity date of this Deed of Trust is JANUARY 25, 2023, which is the date by which the Debt under this Agreement and this Deed of Trust is due.

This instrument prepared by and should be returned to:

Subsequent tax bills are to be sent to the following:

SILVER STATE SCHOOLS CREDIT UNION
PO BOX 12037
LAS VEGAS NV 89112

A. REPRESENTATIONS

Trustor hereby represents to Beneficiary as follows:

1. Validity of Security Documents. (a) The execution, delivery and performance by Trustor of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter, furnished to Beneficiary to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision by law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Trustor is a party or by which Trustor or any of Trustor's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Trustor's property or assets, except as contemplated by the provisions of the Security Documents; and (b) The Security Documents, as and when executed and delivered by Trustor, constitute the legal, valid and binding obligations of Trustor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. Other Information. All other information, reports, papers and data give to Beneficiary, or to Beneficiary's legal counsel, with respect to Trustor, the Property or the loan evidenced by the Security Documents are accurate and correct in all material respects and completeness may be necessary to give Beneficiary a true and accurate knowledge of the subject matter.

3. Title. Trustor has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Trustor will preserve its title to the Property and will forever covenant and defend the same to Beneficiary and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.

4. Litigation. There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Trustor, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. Environmental Indemnity. Trustor shall indemnify and hold Beneficiary harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees, or expenses of litigation) incurred or suffered by Beneficiary on account of (i) the location of the Property of any chemicals, material, substance, or containment (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local government unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Trustor or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, covenants and agrees as follows:



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DEED OF TRUST (continued)

6. Payment of Indebtedness. Trustor shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.

7. Payment of Taxes or Assessments. Trustor shall duly pay and discharge, or cause be paid and discharged all real estate and Personal property taxes and other taxes and assessments, public and private; water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Property; any interest or costs or penalties with respect to any of the foregoing and charges for any casement or agreement maintained for the benefit of the Property, general and special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Deed of Trust, be assessed, levied, or imposed upon the Property or the rent or income received therefrom, or any use or occupancy thereof. All of the foregoing are hereinafter collectively referred to "Taxes and Assessments." Trustor shall provide Beneficiary with satisfactory proof or payment of any Taxes and Assessments within ten (10) days of the date any such Taxes or Assessments are due. In the event Trustor fails to timely pay any such Taxes or Assessments, Beneficiary may but shall not be obligated to, make such payments and any amounts so paid by Beneficiary shall be treated as "Advances" in accordance with Paragraph 16 hereof.

8. Hazard Insurance. Trustor 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 for which Beneficiary requires insurance. If the Property is located in an area designated by the Director of the Federal Emergency Agency special flood hazard area. Trustor agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Insurance policies shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carriers providing the insurance shall be chosen by Trustor subject to Beneficiary's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include standard deed of trust clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall name Beneficiary "loss-payee" and shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

Unless Beneficiary and Trustor 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 Beneficiary's security is not lessened or impaired. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened or impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Trustor 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 Paragraph 6 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

9. Repair. Trustor shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Trustor agrees not to permit or allow any waste of Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Trustor agrees not to alter or remove any structure or fixture in the Property without Beneficiary's prior written consent. Trustor shall prevent any act or thing which might adversely effect or impair the value of usefulness of the Property.



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DEED OF TRUST (continued)

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10. Restoration Following Uninsured Casualty. In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in the damage to or destruction of the Property, Trustor shall give notice thereof to Beneficiary and Trustor shall promptly at Trustor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

11. Compliance with Laws. Trustor shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising, functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

12. Performance of Other Agreements. Trustor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowner's association.

13. Inspection. Trustor shall permit Mortgagee, and parties designated by Beneficiary, at all reasonable times, to inspect the Property.

14. Hold Harmless. Trustor shall at Trustor's sole cost and expense, save, indemnify and hold the Beneficiary, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Trustor, except as may be the direct result of Beneficiary's negligence. Trustor shall pay all expenses incurred by the Beneficiary in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Beneficiary.

15. Collection Costs, Expenses and Attorney's Fees. Trustor shall pay or reimburse Beneficiary for all reasonable costs, expenses, and attorney's fees paid or incurred by Beneficiary in any action, proceeding or dispute of any kind in which Beneficiary is a party, whether or not Beneficiary formally appears as party, plaintiff or defendant, involving any of the Security Documents, Trustor, or the Property including, without limitation, to the foreclosure or other enforcement of this Trustor, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Trustor shall be treated as Advances in accordance with Paragraph 16 thereof.

16. Advances. In the event Trustor fails to perform any act required of Trustor by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents. Beneficiary may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Beneficiary shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Beneficiary, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.



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17. Use Violations. Trustor shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any conditions to exist on the Property or any article to be brought thereon, that may be dangerous unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

18. Other Liens. Trustor shall not, without prior written consent of Beneficiary, create or permit to be created or to remain, any deed of trust, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Trustor fails to promptly discharge any such Liens, Beneficiary may, but shall not be obligated to, do so and any amounts paid or incurred by Beneficiary (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 16 hereof.

19. Transfer of the Property. Trustor shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation or law or otherwise, without prior written consent of Beneficiary. In the event of such a sale, conveyance, transfer or assignment, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by applicable laws as of the date of this Deed of Trust.

If Beneficiary exercised Beneficiary's option to require immediate payment in full, Beneficiary shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor may pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

20. Events of Default. The Term Event of Default, as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following: (a) Trustor fails to make any payment required by this Deed of Trust or Agreement when it is due; (b) Trustor has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Deed of Trust or the Agreement at any time during the application process or during the term of this Deed of Trust or the Agreement; or (c) Trustor acts or fails to act in a way that adversely affects the security under this Deed of Trust, including, without limitation, the following: (i) Trustor transfers title to the Property or sells the Property without the consent of Beneficiary; (ii) Trustor fails to maintain the insurance required to be carried by Trustor according to the terms of this Deed of Trust; (iii) Trustor fails to pay any Taxes on the Property; (iv) Trustor permits the filing of a lien against the Property senior to that held by Beneficiary; (v) the death of Trustor (in the event of more than one Trustor, the death of the last remaining Trustor who executed the Agreement); (vi) the Property is taken by condemnation or power-of eminent domain; or (vii) the holder of any prior deed of trust commences foreclosure of the prior deed of trust.

21. Remedies. If an Event of Default shall occur and be continuing, Beneficiary may at its option, after providing Trustor with at least a 30 day advance notice of and opportunity period to cure the Event of Default, exercise any, some or all of the following remedies:

(a) **Acceleration.** Beneficiary may declare the unpaid portion of the Debt to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Trustor), whereupon the Debt shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Debt shall be immediately and automatically due and payable without action of any kind on the part of Beneficiary.



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(b) **Enforcement of Deed of Trust.** Beneficiary, with or without entry, personally or by its agents or attorneys, insofar as applicable, may: (i) sell any part of the Property and all estate, right, title and interest, claim or demand therein, and right or redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales and at such time and place upon such terms and after such notice thereof as may be required or permitted by law, and deliver to such purchasers good and sufficient deeds of conveyances and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the Debt; (ii) institute proceedings for the complete foreclosure of this Deed of Trust; (iii) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or a law for the specific performance of any covenant, condition or agreement in the Agreement or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder; or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect; (iv) Beneficiary may, to the extent permitted by law, collect any rents, profits, or other amounts due Trustor from any lease, land contract or other agreement by which Trustor is leasing or selling any interest in the Property, and exercise Trustor's rights and remedies under such agreements. Deed of Trust will have no obligation to make any demand or inquiry to the nature or sufficiency of any payment of any amounts Beneficiary is entitled to under this Deed of Trust; (v) Beneficiary may pay on Trustor's behalf all or any part of the debt and obligations then secured by any prior mortgage, whether or not they are then due and payable and whether or not Trustor is then in default under the prior Deed of Trust. However, Beneficiary will not be required to do so. Any payment Beneficiary makes shall become part of the Debt, and shall be payable on Beneficiary's demand, together with interest at the same rate the Debt bears from time to time; (vi) Beneficiary may obtain or update commitments for title insurance, tax histories, title searches and title insurance concerning the Property. Any amounts that Beneficiary spends in doing so will become part of the Debt; (vii) Beneficiary may exercise any of Trustor's rights and options under any lease, land contract, or other agreement by which Trustor is leasing or purchasing any interest in the Property, including any option to purchase the Property or to renew or extend the term of the lease, land contract, or other agreement, or to repay in whole or in part the lease, land contract, or other agreement. Beneficiary will have no obligation to exercise any such right or option; or (viii) enforce this Deed of Trust in any other manner permitted under the laws of the State of Nevada.

(c) **Receiver or Mortgagee-In-Possession.** At any time after the commencement of an action to foreclose this Deed of Trust, the court in which such action was commenced may, upon request of Beneficiary, appoint receiver of the Property either before or after a foreclosure sale, without notice or the requirement of bond (any and all such notice and bond being hereby expressly waived) and without regard to the solvency or insolvency of Trustor at the time of application for such receiver and without regard to the then value of the Property and Beneficiary may be appointed as such receiver or as mortgagee-in-possession. Such receiver or the mortgagee-in-possession shall have power to collect and, in case of sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any), when Trustor, except for the intervention of such receiver or mortgagee-in-possession, would be entitled to collect such receipts, rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. Such receiver or mortgagee-in-possession shall have all of the rights and powers permitted under the laws of the State of Nevada. The court from time to time may authorize the receiver or mortgagee-in-possession to apply the net income in its hands in payment in whole or in part of: (a) the Debt or any order or judgment foreclosing the lien of this Deed of Trust, or any tax, special assessment or other lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a foreclosure sale and deficiency. The reasonable expenses, including receiver's fee, counsel's fee, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

(d) **Remedies Cumulative and Concurrent.** The rights and remedies of Beneficiary as provided in the Security Documents, shall be cumulative and concurrent and may be pursued by separately, successively or together against, Trustor or the Property, or any one of them, at the sole discretion of Beneficiary, and may be exercised as often as occasion therefore shall arise all to the maximum extent permitted by applicable laws, rules and regulations. If Beneficiary elects to proceed under on right or remedy under this Deed of Trust or the Agreement, Beneficiary may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Deed of Trust or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Deed of Trust shall affect Trustor's obligations to pay the Debt and perform its obligations in accordance with the terms thereof.



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(e) **No Conditions Precedent to Exercise of Remedies.** Neither Trustor nor any other person now or hereafter obligated for payment of all or any part of the Debt shall be relieved of such obligation by reason of the failure of Beneficiary to comply with any request of Trustor or any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provisions of this Deed of Trust or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for Debt, or by reason of any agreement or stipulation between any subsequent owner of the Property and Beneficiary extending the time of payment or modifying the terms of this Deed of Trust or the Agreement without first having obtained the consent of Trustor or such other person; and in the latter event Trustor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Beneficiary.

(f) **Discontinuance of Proceedings.** In case Beneficiary shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Trustor and Beneficiary shall be restored to their former positions and the rights, remedies and powers of Beneficiary shall continue if not such proceedings have been taken.

(g) **Concurrent Cure Periods.** All notice and cure periods provided herein or in the Agreement shall run concurrently with any notice or cure periods provided by law. Without limited the foregoing, Beneficiary or Trustee shall be entitled to cause a notice of breach and election to sell to be recorded and mailed if any event occurs which, with the giving of notice and/or passage of time, would entitle Beneficiary to accelerate the indebtedness secured hereby, and the recording and mailing to Trustor of such notice of breach and election to sell shall constitute notice of a failure to perform pursuant to this Deed of Trust or the Agreement.

22. Condemnation. In the event of the taking by eminent domain proceedings or the like of any part or all of the Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Beneficiary for application of the Debt, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

23. Prior Mortgage. If this Deed of Trust is subject to prior mortgage, the lien of which is superior to the lien of this Deed of Trust, Trustor agrees to pay each installment of the debt secured by the prior mortgage when it is due, whether by acceleration or otherwise. Trustor also agrees to pay and perform all other obligations of the trustor under the prior mortgage. Trustor agrees to provide Beneficiary with proof of payment or performance under the prior mortgage whenever Beneficiary requests it. Trustor fails to pay any installment of principal or interest when it is due or if Trustor fails to pay or perform any other obligation under this prior Deed of Trust; Beneficiary has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Trustor's behalf. Any amounts Beneficiary spends in performing Trustor's obligations will become part of the Debt, payable by Trustor on Beneficiary's demand, and will bear interest at the same rate as the Debt bears from time to time. Beneficiary may rely upon any written notice of default under the prior mortgage that Beneficiary receives from the holder of the prior Deed of Trust even though Trustor questions or denies the existence, extent, or nature of the default. Trustor shall not renew, extend or modify the prior Deed of Trust, and shall not increase the debt secured by the prior Deed of Trust without Beneficiary's prior written consent.

24. Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.

25. Further Assurances. Trustor shall, upon the reasonable request of Beneficiary, execute, acknowledge and deliver such future instruments (including, without limitation, declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.



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DEED OF TRUST (continued)

26. Recording and Filing. Trustor shall, at Trustor's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Beneficiary, at all times to be recorded and filed, and re-recorded and re-filed, in such a manner and in such places as Beneficiary shall reasonably request, and shall pay all such recordings filing, re-recording, re-filing, taxes, fees and other charges to the maximum extent permitted by laws of the State of Nevada.

27. Loan Expenses. Trustor shall pay all applicable costs, expenses and fees set forth in the Agreement.

28. No Representation by Beneficiary. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Beneficiary, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Beneficiary shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or conditions thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Beneficiary.

29. Incorporation of Agreement. Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Deed of Trust as if fully set forth therein.

30. Waive of Homestead. Trustor grants this Deed of Trust to Beneficiary free from all rights and benefits under and by virtue of the homestead exemption laws of the State of Nevada, which said rights and benefits Trustor does hereby expressly release and waive.

31. Notice. Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch of the United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided therein:

If to the Trustor:

MICHAEL P COLLINS AND LARRY CZECH

8913 COLORFUL PINES AVE

LAS VEGAS NEVADA 89143

If to the Beneficiary:

SILVER STATE SCHOOLS CREDIT UNION

P. O. BOX 12037

LAS VEGAS, NEVADA 89112-0037

32. Covenants Running With the Land. All covenants contained in this Deed of Trust shall run with the Land.

33. Successors and Assigns. All of the terms of this Deed of Trust shall apply and be binding upon, and inure to the benefit of, the successors and assigns of Trustor and Beneficiary, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than expressly permitted by this Deed of Trust.

34. Waiver of Right to Jury Trial. After careful consideration Trustor knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation arising out of this Deed of Trust or Trustor's Credit Plan, or out of any course of conduct, course of dealing, statements (verbal or written), or actions by Trustor or Beneficiary. This waiver is a material inducement to Beneficiary's approval of Trustor's participation in the Plan.

35. Multiple Mortgagors. Trustor's covenants and agreements hereunder shall be joint, several and primary. Any Trustor who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to deed of trust, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Beneficiary and any other Trustor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Trustor's consent.

36. Severability. In case any one or more of the obligations or the provisions of this Deed of Trust or of the Agreement shall be determined to be invalid, illegal or unenforceable in any request, the validity, of the remaining obligations and provisions of this Deed of Trust shall be in no way affected, prejudiced or disturbed thereby.



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37. **Modification.** This Deed of Trust may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

38. **Applicable Law.** This Deed of Trust shall be governed by and construed according to the laws of the State of Nevada.

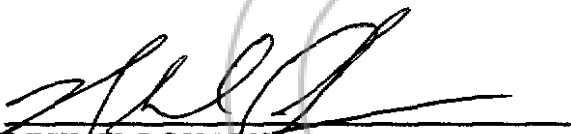
39. **Strict Performance.** Any failure by Beneficiary to insist upon strict performance by Trustor of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Beneficiary shall have the right hereafter to insist upon strict performance by Trustor of any and all of them.

40. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections or subsections.

41. **Riders.** If one or more riders are attached to and made part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.

42. **Nevada Covenants.** Where not inconsistent with the above, the following covenants, Nos. 1; 2 in an amount as set forth in Paragraph 8; 3; 4 at a rate as set forth in the Agreement; 5; 6; 7 in an amount determined by Beneficiary; 8 and 9 of Nev. Rev. Stat. 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, the Trustor has executed this instrument the day and year first above written.


MICHAEL P COLLINS

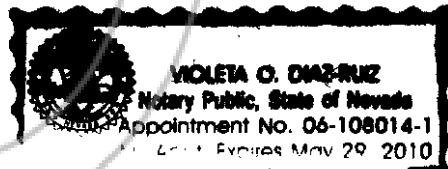

LARRY CZECH

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on JANUARY 30, 2008, by

MICHAEL P COLLINS AND LARRY CZECH

Notary Stamp



Notary Public

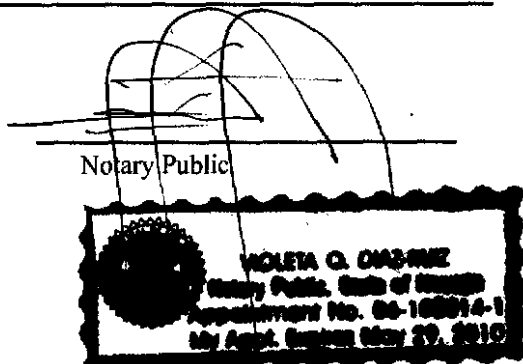




EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada and is described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 15 OF PARCEL MAP FOR J & S PROPERTIES RECORDED MAY 18, 2004 IN PLAT BOOK "C", PAGE 49 AS FILE NO. 122358 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

