APN#_01303048_	Official Recor Recording requested By FIRST AMERICAN TITLE Lincoln County - NV			
	Leslie Boucher - Recorde Fee: \$46.00 Page 1 of 8			
Recording Requested by: Name: First American little Address: 2750 Chancellors with Or.	RPTT: Recorded By: All Book-243 Page-0049			
City/State/Zip: Tallahas See, Fl. 32312  Mail Tax Statements to:	0122260			
Name: Samuel Moore Address: 700 Shamn St. City/State/Zip: Caliente, NY 89008	0132200			
Please complete Affirmation Statement below:				
I the undersigned hereby affirm that this document submitted for the social security number of any person or persons. (Per NRS 239B.030 -OR-				
I the undersigned hereby affirm that this document submitted for security number of a person or persons as required by law:	or recording contains the social  State specific law)			
Christin & Physica	rost closing			
Christinea L. Ringheisen				
Christinea L. Ringheisen  Revolving Credit Deed of Trust				
(Insert Title of Document Al	jove)			
Only use the following section if one item applies to you	************* ir document			
This document is being re-recorded to				
-OR- This document is being recorded to correct document #	, and is correcting			
*******				
If legal description is a metes & bounds description furnish the following	g information:			
Lyon County Recorders Office.	cument Title), Book(date) in the			
If Surveyor, please provide name and address:				
*******				

This page added to provide additional information required by NRS 111.312 Sections 1-4. (Additional recording fee applies)

		ì
WHEN RE	ECORDED; MAIL TO	
P.Đ.	enwest Federal Credit Union Box 1111	
	,	
	J	
	Number: 01203048	
	· —	
L	ـــا	SINCE ACOVER THE LINE FOR RECORDERS LINE
	REVOLVING CREDIT	
UNDER:		PROVISION AND SECURES INDEBTEDNESS FOR A REVOLVING LINE OF CREDIT AND MAY
•		(herein "Borrower"),
	enwest Federal Credit Union	(herein "frustee"),
and the t	Seneficiary, <u>Goldenwest Perforal</u> ation organized and existing under the laws of	Credit Union
whose ac	dress is P.O. Box 1111 Odden	The State of Utah
		(hemin "Lender").
TO	the LOANLINER' Home Equity Plan Credit A by Borrower and dated the same day as this extensions and renewals thereof (herein "Cadvances to Borrower under the terms of the revolving nature and may be made, repaid are contemplate a series of advances to be seen principal balance owing at any one time uncharges thereon at a rate which may vary collection costs which may be owing from the exceed Forty Thousand and Office that sum is referred to herein as the Maximu Agreement as the Credit Limit. The entire is somer paid, is due and payable	to become due under the terms and conditions of greenient and Truth-in-Lending Disclosures made Deed of Trust, and all modifications, amendments, credit Agreement"). Lander has agreed to make a Credit Agreement, which advances will be of a difference from time to time. Borrower and Lender ured by this Deed of Trust. The total outstanding der the Credit Agreement (not including finance from time to time, and any other charges and me to time under the Credit Agreement) shall not
		t a rate which may vary as described in the Credit

(3) The performance of the cow BORROWER irrevocably grants in described property located in the Coun	and conveys to irustee,	in anst and bower	entained; of sale, the following of Nevada:
That Portion of the sou st quarter (nw1/4) of s 67 East, M.D.B.&M., Lin Follows:	section 2. towns	hip 3 South,	Range
Parcel 1, as shown upon Truman Recorded May 5, as File #120125	parcel map for 2003, In plat b	lane and Kri ook B, Page 4	sten 89,
·			
•			
which has the address of700 S	Sharon PCL 1, Tr	uman Pcl Map	BPage 489
<u>Caliente</u>		ada \	89008
(herein "Property Address");			- Sandari samunda
TOGETHER with all the Improver rights, appurtenances and lictures, all covered by this Deed of Trust; and all of this Deed of Trust is on a leasehold)  Complete if applicable: This Property is part of a condon	of which shall be deeme of the foregoing, together are hereinalter referred t	ed to be and remain with said property (o to as the "Property."	a part of the property
The State of the S		idaikta ka Mar misikinista	elements of the
	2 HULSING ST DOLLONG 2.	. T	Lesekischim on min
	iit Development known as	N/A	·
Borrower covenents that Borrower to grant and convey the Property, and record. Borrower covenants that Borrower	er is lawfully seised of the d that the Property is un rower warrants and will	estate hereby convi encumbered, except deferid generally the	for encumbrances of
This Property is part of a condon  This Property includes Borrower's condominium project.  This Property is in a Planned Uni  Borrower covenents that Borrower to grant and convey the Property, and	's unit and all Borrower's at Development known as er is lawfully seised of the d that the Property is un rower warrants and will	rights in the common  N/A  estate hereby convicencumbered, except defend generally the	eyed and has

Borrower and Lender coverient and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all emounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and insurance. Subject to applicable law, Lender, at Lender's option, may

require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twellth of the yearly taxes and assessments (including condominium and RIGE 2

planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twellth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender If Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds; analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lander shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lander under paragraph 2. Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground tehts, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any comsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals

thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which

has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the instructive carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a flen which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 90 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option

either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or coveners creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium

or planned unit development, and the constituent documents.

7. Protection of Lender's Security, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which meterially affects Lender's interest in the Property, then Lander, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' tees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall secome additional indiabtedness of Borrower secured by this Dead of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shell give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with

a tien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Weiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lander to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or practice the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co aigners. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 thereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable

under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lander and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or emendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Benower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by medling such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lander may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentance shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Gredit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Crecit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited benein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renamed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lander.

15. Borrower's Gopy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other lean agreement which florrower may enter into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the

benefit of the homestead exemption as to all sums secured by this Deed of Trust.

18. Walver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property, Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from

the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower constitute fraud or makes a material misrepresentation in connection with this Deed of Trust or the Cradit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; of (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give a "Notice of Default and Election to Sell" to Borrower as provided in paragraph 12 hereof specifying: (1) the event of details; (2) the action required to core such event of details; (3) a date, not less than 35 days from the date the notice is mailed to Borrower, by which such event of default must be oured; and (4) that talkers to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further lateran Borrower of the right to reinstate after acceleration and the right to bring a court action to asset the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. Lender will record the Notice of Default and Election to Sell. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedles permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, Including, but not limited to, reasonable attorneys' fe

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mall copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Eorrower, shall sell the Property at public auction to the highest hidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facte evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys less and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the lifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lander may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and one by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Deed of Trust and (2) has requested that the revolving line of credit be canceled. Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and

persons legally entitled thereto. To the extereconveyance and require Borrower to pay 25. Substitute Trustee, Lender, at L a successor trustee to any Trustee appoint	ender's option, may from time to time, remove Trustee and appoint ed hersunder. Without conveyance of the Property, the successor nd duties conterred upon the Trustee herein and by applicable taxe.
REQUEST FOR NO	TICE OF DEFAULT AND FORECLOSURE R MONTGAGES ON DEEDS OF TRUST
with a lien which has priority over this Des on page one of this Deed of Trust, of any of foreclosure action.	he holder of any mortgage, deed of trust or other encuribrance of trust to give Notice to Lender, at Lender's address set forth default under the superior encumbrance and of any sale or other
IN WITNESS WHEREOF, Born	ower has executed this Deed of Trust.
Samuel L. Moore	Samuel & Mood 1800
Kendra Moore	Kendra Moore
STATE OF NEVADA,	LINCOLN County ss:
On MAY 29 2008   MOORE & MENORA MOORE executed the above instrument.	personally appeared before me, a notary public, SAMVEL L., who adknowledged that THEY
NANCY GARNETT NOTARY PUBLIC STATE OF NEVADA Date Appointment Exp: 01-03-9012 Certificate No: 03-95781-1	County of LINCOLN State of Nevada
TO TRUSTEE:  The undersigned is the holder of th Agreement, together with all other indebtu are hereby directed to cancel said Gredit	PUEST FOR RECONVEYANCE  The Credit Agreement secured by this Deed of Trust. Said Credit schess secured by this Deed of Trust, has been paid in full. You Agreement and this Deed of Trust, which are delivered hereby estate now held by you under this Deed of Trust to the person or