

Recording Requested by:
ReconTrust Company, N.A.
2575 W. Chandler Blvd
Mail Stop: AZ1-804-02-11
Chandler, AZ 85224
(800) 540-2684

DOC # 0140540

02/13/2012

01 11 PM

Official Record

Recording requested By
RECONTRUST COMPANY N A

Lincoln County - NV
Leslie Boucher - Recorder

Fee \$48.00

Page 1 of 10

RPTT

Recorded By AE

Book- 269 Page- 0570



0140540

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENTS CONTAINS NO INDIVIDUAL'S
FEDERAL SOCIAL SECURITY NUMBER
Marie Barclay, Assistant Secretary

SATISFACTION OF MORTGAGE

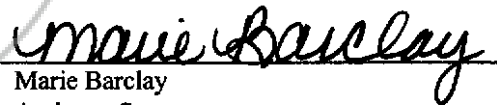
KNOW ALL MEN BY THESE PRESENTS, That
BANK OF AMERICA, N.A., owner and holder of the Mortgage and the obligation hereinafter described, do
hereby certify and declare that a certain mortgage, bearing date 01-02-2002 made and executed by

MICHAEL R PETERSEN and PAULA D CRANE, the mortgagor therein to BANK OF AMERICA, N.A.,
the mortgagee therein and recorded in the office of the County Clerk of the County of LINCOLN, State of
Nevada, in Book 161 Record of Mortgages on Page 219, Instrument No. 117593 on 01-22-2002 together
with the debt thereby secured, is fully paid, satisfied and discharged.

In constructing this satisfaction of mortgage, where the context so requires, singular includes the plural
and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and
to individuals.

In Witness Whereof, the undersigned has executed this instrument this 1-6-12; if the
undersigned is a corporation, it has caused its name to be signed by its officers, duly authorized thereto by
order of its board of directors.

BANK OF AMERICA, N.A.


Marie Barclay
Assistant Secretary



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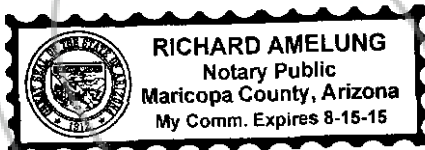
Acknowledgement

Attached to Satisfaction of Mortgage dated: 1-6-12
2 pages including this page

STATE OF ARIZONA, COUNTY OF MARICOPA)

On 1-6-12, before me, Richard Amelung, Notary Public, personally appeared Marie Barclay, Assistant Secretary of Bank of America, N.A., whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.



Richard Amelung
Richard Amelung
Notary Public for said State and
County

Satisfaction of MORTGAGE

No. _____

After recording return to:
MICHAEL R PETERSEN
PAULA D CRANE
P O BOX 337
CORONA, NM 88318

DOCID_0008736408412005N

STATE OF _____)
 SS. COUNTY OF _____)
 I certify that the within instrument was received for record on
 the _____ day of _____
 20____ at _____ o'clock M., and recorded in
 book/reel/volume _____ on page _____ or
 as document/fee/file/instrument/microfilm NO. _____
 _____, Record of Mortgages of said county.
 Witness by hand and seal of county affixed.

 Name _____
 Title By _____ Deputy



0140540

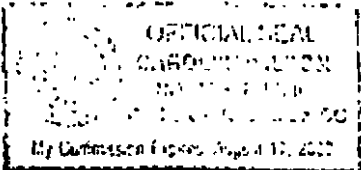
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Individual Acknowledgment

State of New Mexico)
County of Bernalillo) SS

This instrument was acknowledged before me on 2nd January, 2002 by
Michael & Peterson and Paula D Crane married to each other



Carolyn Wilson
Notary Public

My commission expires:
08-17-2007

Corporate Acknowledgment

State of _____)
County of _____)

For Reference

This instrument was acknowledged before me on _____ by

corporation, on behalf of the corporation.

Notary Public

My commission expires:

NO. 117593

FILED AND RECORDED AT REQUEST OF
BANK OF AMERICA
JANUARY 22, 2002

20 MINUTES PAST 4 O'CLOCK
PM IN ROOM 161 OF COURSE
COUNTY PAGE 219 LINCOLN

COUNTY CLERK
Leslie Boucher
COUNTY RECORDER

161 PAGE 225



0140540

Bank of America

079427906202

BANK OF AMERICA, N.A. (THE "BANK") Mortgage

This Instrument prepared by and when recorded mail to: 00000068961001627699
 CONSUMER LOAN PROCESSING
 BANK OF AMERICA/POST CLOSING REVIEW
 PO BOX 2314
 RANCHO CORDOVA, CA 95741



This space is for Recorder's use only.

This Mortgage is made this 02 day of JANUARY 2002, between MICHAEL R PETERSEN AND PAULA D CRANE, MARRIED TO EACH OTHER

whose address is 3 MI. S OF CORONA HWY 54 MOUNTAIN RANCH CORONA NM 89318-0000
 (jointly and severally if more than one, "Grantor"), and Bank of America whose address is BANK OF AMERICA, N.A. PO BOX 2314 RANCHO CORDOVA, CA 95741-0000 the "Bank".

Witnesseth: That Whereas, MICHAEL R PETERSEN AND PAULA D CRANE

(jointly and severally if more than one, "Borrower") is justly indebted to the Bank according to the terms of a certain promissory note given by Borrower to the Bank dated 01/02/2002, in the amount of SEVENTY SIX THOUSAND DOLLARS AND 00 CENTS Dollars of 76,000.00 with final payment being due on 01/02/2027 unless renewed, modified, extended or consolidated (the "Note"); and

Whereas, this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note including but not limited to principal, interest and fees and expenses if any, and all renewals, extensions, modifications, replacements and consolidations of the Note; (b) amounts expended or advanced by the Bank for the payment of taxes, levies or insurance on the property described herein and for maintenance, repair, protection and preservation of the property and interest on such amounts, if any; (c) the payment of all other sums, with interest, advanced under the terms of this Mortgage; and (d) the performance of Grantor's covenants and agreement under this Mortgage and any other agreements executed by Grantor at the Bank's request pertaining to the debt evidenced by the Note (together, the "Loan Documents"). Interest may be deferred, capitalized or accrued.

Now Therefore, in consideration of the premises and of the sum hereinabove set forth and the sum of One Dollar (\$1.00) the receipt and adequacy of which are hereby acknowledged, Grantor Mortgages, Warrants, Conveys and Assigns to the Bank all of Grantor's right, title and interest in the following property, to wit:

SEE LEGAL EXHIBIT A

which has the real property address commonly known as 3 MI. S OF CORONA CORONA NM 89318-0000 ("Property Address");

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Together with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof, all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements, licenses, privileges, rights of way, water rights, water stock, mineral rights, uses and other appurtenances belonging or in any way appertaining, and the reversion or reversionary remainder and remainders, rents, issues and profits thereof; all right, title and interest of Grantor in and to nearby ways, roads, streets, boulevards, avenues or other public thoroughfares, and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof, all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located on, upon or under said property or any part thereof, all right and title and interest of Grantor in and to nearby ways, roads, streets, boulevards, avenues or other public thoroughfares, any and all awards or payments, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the rights of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by the bank and of the reasonable attorney's fees, costs and disbursements incurred by the bank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to herein as the "Property".

This Mortgage is given and accepted on the following terms:

Representations and Warranties. Grantor warrants that Grantor has good and marketable fee simple title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided, and that Grantor will forever warrant and defend the title to the Property unto the Bank against the claims of all persons whatsoever.

Covenants. Grantor further covenants and agrees as follows:

1. Compliance with Loan Documents. Grantor shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents.

2. Charges/ Liens. Grantor shall pay when due all taxes, assessments, charges, fines, levies, fees and impositions attributable to the Property that may obtain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon the Bank's request, Grantor shall promptly furnish to the Bank receipts evidencing the payments.

3. Funds for Taxes and Insurance. Upon request by the Bank, Grantor shall pay to the Bank on the days payments are due under the Obligation, until the Obligation is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments that may obtain priority over this Mortgage 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, (d) yearly flood insurance premiums if any, and (e) yearly mortgage insurance premiums, if any. These items are called "Kecrow Items". The Bank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender in a federally related mortgage loan may require for Grantor's account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 32 U.S.C. 2801 et seq. "RESPA", unless another law that applies to the Funds sets a lower amount. If so, the Bank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Bank may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Kecrow items or otherwise in accordance with applicable law. In no event shall the Bank be liable for any interest on any amount paid in it as herein required, and the money so received may be held and commingled with its own funds, pending payment to the Bank and shall become part of the Obligation and bear interest at the rate of interest stated in the Obligation from date of advancement. The Bank may apply credits held by it to the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Property shall, without assignment thereof, inure to the benefit of the successor owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Obligation, the amount of any unused credit shall be paid over to the person entitled to receive it.

4. No Other Liens. Grantor will not, without the prior written consent of the Bank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, equities in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property or any part thereof, regardless of whether the same are expressed or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of the Bank, Grantor will cause the same to be promptly discharged and released.

5. Insurance. Grantor shall keep the improvements, if any, 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 the Bank requires an amount equal to the lesser of: (a) the combined total of the maximum amount that could be advanced on the Obligation and the current balance on other obligations secured by prior liens on the Property, (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Obligation secured is a Tashmart loan, then parts (a) and (b) above are not required). If requested by the Bank, Grantor shall also obtain liability insurance naming the Bank as an additional insured party in an amount as may be required by the Bank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to the Bank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days (not five (5) consecutive calendar days for flood insurance) during the term of this Mortgage, the Bank may obtain the insurance and pay the premiums. If the Bank does so, Grantor shall pay the charge for the insurance and Grantor agrees to pay to the Bank interest on such amount until it is paid, at the rate of interest stated in the Obligation. Such amounts shall become additional debt of Grantor secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by the Bank is within the Bank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to the Bank and all such policies covering loss or damage to the Property shall include a standard noncontributory mortgagee clause in favor of the Bank. The Bank shall have the right to hold the policies and renewals. Grantor shall promptly give to the Bank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of the Bank the restoration or repair is economically feasible and the Bank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of the Bank the restoration or repair is not economically feasible or the Bank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as the Bank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from the Bank that the insurance carrier has offered to settle a claim, then the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period shall begin when the notice is given.

Unless the Bank and Grantor otherwise agree in writing, any application of insurance proceeds shall be to any amount that is currently owed, then to principal and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by the Bank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Bank to the extent of the sums secured by this Mortgage.

6. Maintenance and Protection of Property Inspection. Grantor shall maintain the Property in good condition and repair, shall not commit to suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Grantor shall promptly repair, create, replace or rebuild any part of the Property, now or hereafter, encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 6. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway,

lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Bank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. The Bank and any person authorized by the Bank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

7. Protection of Bank of America's Rights in the Property. If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect the Bank's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Bank may do and pay for whatever is necessary to protect the value of the Property and the Bank's rights in the Property. The Bank's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Bank may take actions under this Section 7, the Bank does not have to do so. No such action will waive any default. In the event the Bank makes any payments which the Bank deems necessary to protect the value of the Property and the Bank's rights in the Property, the Bank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by the Bank pursuant to this Mortgage shall become part of the Obligation secured by this Mortgage. Unless Grantor and the Bank agree to other terms of payment, those amounts shall bear interest from the date of disbursement at the rate of interest stated in the Obligation and shall be payable upon demand from the Bank to Grantor or Borrower.

Indemnity. Grantor shall (to the extent permitted by law) protect, defend, and indemnify the Bank, and hold the Bank harmless from and against any claims, actions, or proceedings against the Bank and any loss, cost, damage or expense, including but not limited to reasonable attorney's fees and disbursements incurred by the Bank, arising out of or in any way related to a breach of the representations, warranties, covenants or agreements of Grantor herein. The Bank shall have the right, jointly with Grantor, to negotiate and settle any such claims, actions or proceedings.

Any agreement to indemnify contained herein shall not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the Bank; or (b) the giving of or the failure to give directions or instructions by the Bank or the agents or employees of the Bank, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

B. 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 to and shall be paid to the Bank to be applied to the Obligation, with any amounts in excess of the Obligation being paid to Grantor. Grantor agrees to execute and deliver such further instruments as may be requested by the Bank to confirm this assignment and sufficient for the purposes of assigning all proceeds from such awards or payments to the Bank. The Bank is authorized, but not obligated as the attorney-in-fact for Grantor, to collect, receive and give receipts for such awards and payments. This power granted the Bank shall be deemed coupled with an interest and shall be irrevocable.

If the Property is abandoned by Grantor, or if within thirty (30) days after a notice from the Bank to Grantor that the condormor offers to make an award or settle a claim for damages, Grantor fails to respond to, the Bank 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 Mortgage, whether or not then due. The thirty (30) calendar day period will begin when notice is given. Unless the Bank and Grantor otherwise agree in writing, any application of proceeds shall be to any amount that is currently outstanding, then to principal, and shall not extend or postpone the due date of the payments referred to in the Obligation or this Mortgage or change the amount of such payments in the extent not discharged by such application.

C. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Grantor shall promptly give the Bank 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 Environmental Law, as soon as Grantor first has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 10, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Grantor shall indemnify and hold harmless the Bank from and against, and reimburse the Bank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by the Bank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

10. Events of Default. The occurrence of any one of the following may be a default under this Mortgage and under the other Loan Documents ("Default") unless otherwise limited by law:

- a. Failure to Pay any Secured Indebtedness.** Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due.
- b. Non Performance of Covenants.** Any covenant, agreement or condition herein, on the Note or in any other Loan Document, other than a covenant, agreement or condition which is addressed as a Default elsewhere in this Section 11, is not fully and timely performed, observed or kept.
- c. Breach of Warranty.** Any statement, representation or warranty in any Loan Document or in any financial statement delivered to the Bank in connection with the Secured Indebtedness is false, misleading or erroneous in any material respect.
- d. Bankruptcy or Insolvency.** Any bankruptcy or insolvency proceeding is instituted by or against Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness, or if any tax lien, levy or garnishment is levied against such party.
- e. Default Under Other Liens.** A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not the Bank has consented, and without hereby implying the Bank's consent, to any such lien, security interest or assignment created hereunder) or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies hereunder.
- f. Liquidation, Etc.** The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in each state that business is conducted (or in the case of an individual, the death or legal incapacity) of Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.



g. Enforceability Priority. Any Loan Document shall for any reason without the Bank's specific written consent, be held to be enforceable in whole or in part, or the validity or enforceability thereof in whole or in part shall be challenged, rendered inoperative, or otherwise rendered null and void or unenforceable in whole or in part, or the validity or enforceability thereof in whole or in part shall be challenged, rendered inoperative, or otherwise rendered null and void or unenforceable in whole or in part, or the priority herein required, or the validity or enforceability thereof in whole or in part shall be challenged or denied by recorded or unrecorded action, directly or indirectly, by any of the Secured Indebtedness.

h. Other Default. A default or event of default occurs under any other Loan Document or under any other Section of this Mortgage when any condition or event as a Default.

i. Rights and Remedies on Default. Unless prohibited by law upon the occurrence of any event of Default and the giving of notice as is required by law, and at any time thereafter, the Bank, at its option, may exercise any one or more of the following rights and remedies, in whole or in part, in addition to any other rights or remedies provided by law:

a. Accelerate Secured Indebtedness. The Bank shall have the right at its option without notice to be granted to accelerate the entire Secured Indebtedness immediately due and payable.

b. UCC Remedies. With respect to all or any part of any personal property, the Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

c. Judicial Foreclosure. The Bank may obtain a judicial decree for closing Grantor's estate and all of the land of the Property.

d. Deficiency Judgment. If permitted by applicable law, the Bank may obtain a judgment for any deficiency remaining with the obligation after application of the amounts received from the exercise of the rights provided in this Section 17.

e. Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above, the Bank may cause to be entered in possession of the Property upon Default, Grantor shall become a tenant at sufferance of the Bank or the purchaser of the Property and shall, at the Bank's option, either (a) pay a reasonable rental for the use of the Property or (b) vacate the Property immediately upon the demand of the Bank.

f. Enter and Use the Property. The Bank may enter upon and take possession of the Property with or without the appointment of a receiver or an agent or other person, employ a managing agent of the Property and let the same either whole or in part, in the name of Grantor, and pay or the rents, royalties, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, in payment of the obligation. Grantor transfers and assigns to the Bank Grantor's lease interest in any lease now or hereafter affecting the whole or any part of the Property.

g. Sale of Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshaled and to object to the rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately, or to sell or to dispose of the Property. The Bank shall be entitled to sell or to dispose of any part of the Property. In case of any sale under this Mortgage by virtue of the exercise of the power herein provided, the Bank may, in its order in any judicial proceedings or otherwise, the Property in any part thereof may be sold in whole or in part, and in priority to any such party's mortgage or other lien the Bank in its sole discretion may elect, and one or more exercises of the powers herein provided shall be a bar to any subsequent exercise of the power unless the Bank's Property is sold or the obligation paid in full.

h. Notice of Sale. The Bank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time and place of any private sale or other intended disposition of any personal property to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.

i. Waiver Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or preclude the party's rights other than to demand strict compliance with that provision or any other provision. No waiver by the Bank shall be effective unless it is in writing and signed by an authorized officer of the Bank. No waiver shall operate as a waiver of any other matter of a similar nature at a future time. Election by the Bank of any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures to take action to perform the obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect the Bank's right to declare a Default and exercise its remedies under this Mortgage.

j. Attorney's Fees Expenses. Whether or not any court action is involved, all reasonable expenses incurred by the Bank that in the Bank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall be on a par with those payable in litigation and shall be an indebtedness of the date of expenditure until repaid at the interest rate provided for in the Note. Expenses covered by this paragraph include, without limitation, the reasonable and any limits under applicable law, the Bank's reasonable attorney's fees and the Bank's other expenses, whether or not a third-party law firm, including reasonable attorney's fees for bankruptcy proceedings, including efforts to modify or vacate the automatic stay of a Chapter 11 reorganization, and any subsequent post-petition collection services, the cost of searching records, obtaining title reports (including buy-down reports, map and title reports and appraisal fees) and other expenses to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other costs provided by law.

k. Receiver. The Bank, in any action to foreclose this Deed of Trust, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Property or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without notice to Grantor, of the value of the Property as security for the Secured Indebtedness, or the solvency of any person or corporate entity, or the payment of such amounts.

l. Pay Expenses. Pay any sums in any form or manner deemed expedient by the Bank to protect the security of this Deed of Trust when any payment of interest or principal on the Note, make any payment which authorized to be made or which is a distribution or distribution of a portion of the proceeds from the appropriate public officer of the party claiming payment without inquiry as to the validity or validity of the claim, and the receipt of such payment from the party in the hands of the Bank shall be conclusive evidence of the validity and amount of sums so paid, which shall void the amounts so paid with interest thereon from the date of such payment at the rate of interest stated in the Note, and constitute a discharge of the obligation and shall be a discharge of the obligation to the payment thereof, paid or discharged with the principal sum secured hereby to the Bank under the provisions hereof, and the such discharge shall be in addition and cumulative security to this Deed of Trust.

m. Other Remedies. The Bank shall have all other rights and remedies provided in this Mortgage or the law or in any other law or in any other law.

n. Other Matters Relating to Enforcement of Remedies. In any sale made as contemplated herein the Bank may bid for and purchase all or any part of the Property being sold, and shall be entitled upon presentation of the relevant Loan Documents and current schedule of the note to apply the amount of the Secured Indebtedness held by it against the purchase price for the items of the Property as purchase price of the amount so applied shall be credited to the account of the Secured Indebtedness held by law; payment of the costs and expenses of so applying on the Property including but not limited to reasonable attorney's fees and other reasonable costs, together with interest thereon, then to the portion of the Secured Indebtedness that constitutes the debt secured by the Property, and the balance of the Secured Indebtedness then to the holder of any liens and interests on the Property that are senior to the lien and interest in the inclusion and the balance of the Secured Indebtedness, or its heirs, executors, administrators, personal representatives, successors, assigns, or to whom such rights may be lawfully sold or conveyed, or to a court of competent jurisdiction may direct.



13. Grantor Not Released; Forbearance by Bank of America Not a Waiver. Renewal, modification or extension of the time for payment, modification of amortization of the obligation, transfer of the Property, or any forbearance granted by the Bank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. The Bank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to extend time for payment or refuse to otherwise modify amortization of the Obligation by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by the Bank in exercising any right or remedy shall not be a waiver or preclude the exercise of that or any other right or remedy.

Neither failure by the Bank to exercise nor delay by the Bank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by the Bank, whether of any breach of or Default under this Mortgage, the Obligation or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

The Bank shall have the right from time to time to sue for any sums, whether interest, principal, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Obligation shall be due on demand, and without prejudice to the right of the Bank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

14. Amendments. This instrument may not be modified or amended except by writing executed by both Grantor and an authorized officer of the Bank.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Bank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 17. Grantor's covenants and agreements shall be joint and several.

16. Notices. Every provision for notice and demand or request except as otherwise required by law shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Property.

17. Transfer of the Property or a Beneficial Interest to Grantor. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit-claim deeded, voluntarily or involuntarily, by operation of law, death or otherwise for if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person) without the Bank's prior written consent, the Bank may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Bank if exercise is prohibited by federal or state law as of the date of this Mortgage. The Bank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 17, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which the Bank may require: (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to the Bank in its sole judgment; (ii) Grantor and transferee executing, prior to such sale or transfer a written assumption agreement containing such terms as the Bank may require; (iii) a reduction in the maximum allowable amount of the Obligation; (iv) an increase in the rate of interest stated in the Obligation; (v) a transfer fee; and (vi) any modification of the terms of the Obligation and/or the other Loan Documents which the Bank may require.

If the Bank requires payment in full pursuant to this Section 17, the Bank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, the Bank may invoke foreclosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

18. Release. Upon payment of all sums secured by this Mortgage, the Bank shall release this Mortgage without charge to Grantor except for any recitation costs.

19. Recitals. Recitals of this Mortgage are hereby incorporated by reference.

20. Subrogation. Any of the proceeds of the Obligation used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by the Bank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. The Bank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by the Bank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and subsisting and are renewed and construed and merged herein to secure the Obligation, but this Mortgage shall govern and control the enforcement of the liens to which the Bank is subrogated hereunder.

21. Fees and Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to the Bank on demand to the extent paid by the Bank: (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or the Bank in connection with the preparation of the Loan Documents, closing and funding of the Obligation, and any and all amendments and supplements to the Loan Documents; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this or under any other Loan Document.

The Bank may, at its option at any time Grantor is in default under the terms of the Obligation or the other Loan Documents, obtain an appraisal satisfactory to the Bank of the Property or any part thereof by a third party appraiser engaged by the Bank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to the Bank such financial statements in form and content satisfactory to the Bank within ten (10) calendar days of each such request therefor by the Bank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Obligation and shall be paid by Grantor to the Bank on demand.

22. Effective as Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 22.

23. Waivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces: (i) all homestead and exemption rights, if any, provided for by the Constitution and Laws of the United States or the state of New Mexico in and to the Property as against the collection of the Obligation, or any part thereof; and (ii) all laws now existing or hereafter enacted that provide for appraisal before sale of the items of the Property being sold, or that provide for the extension of the time for the enforcement of the collection of the Secured Indebtedness or that create or extend the period for redemption of any of the Property from any sale thereof to collect the Secured Indebtedness; if this mortgage is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months and Grantor agrees that where, by the terms of this Mortgage or the Obligation, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.



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24. Governing Law; Severability. This Mortgage shall be governed by New Mexico law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If (unable, any such offending provision shall be deemed to be modified to be within the same enforceability validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

25. Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are to be construed only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The Bank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, and any implied covenants or duties and any contrary inferences are hereby negated.

26. Headings. The headings of the sections of this instrument are inserted by convenience only and shall not be deemed to constitute a part of this instrument.

27. Special Provisions If blank, there are no special provisions.

28. Special Notice to Grantor. Any Grantor who signs this Mortgage but does not execute the Note is executing this Mortgage only to create a lien mortgage and convey that Grantor's interest in the Property under the terms of this Mortgage. It is not by signing this Mortgage becoming personally obligated to pay the obligation, and it agrees that the Bank and any other Grantor may agree to renew, extend, modify, refinance or make any amendments to the terms of this Mortgage or the obligation or any other Loan Document without that Grantor's consent. The foregoing does not limit the liability of a Grantor under a guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the obligation in whole or in part.

Any litigation arising out of or relating to this Mortgage or the Account shall be commenced and conducted in the courts of the state of New Mexico for the counties or the Federal Courts for the districts in New Mexico where BANK OF AMERICA, N.A. maintains offices and conducts banking business.

Waiver of right to trial by jury. Grantor hereby waives the right to trial by jury in any action brought on this mortgage or obligation or any other matter arising in connection with this mortgage or the obligation.

I We agree to the terms of this Mortgage under seal and acknowledge receiving a full and completed copy of this Mortgage, including all of its exhibits, as appears on the page:

In Witness Whereof, this Mortgage has been duly executed by Grantor the date and at the place above written.

Michael R. Petersen (Seal)
Grantor Signature
MICHAEL R PETERSEN
Type or Print Name

Paula D. Crane (Seal)
Grantor Signature
PAULA D CRANE
Type or Print Name

Grantor Signature (Seal)
Type or Print Name

Grantor Signature (Seal)
Type or Print Name



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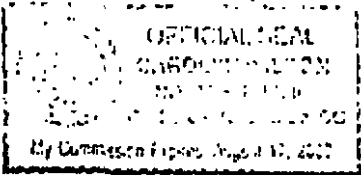
02/13/2012
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Individual Acknowledgment

State of New Mexico)

County of Bernalillo) SS

This instrument was acknowledged before me on 2nd January, 2002 by
Michael & Peterson and Paula D Crane married to each other



Carolyn Wilson
Notary Public

My commission expires:

08-17-2002

Corporate Acknowledgment

State of _____)

County of _____)

This instrument was acknowledged before me on _____ by

corporation, on behalf of the corporation.

Notary Public

My commission expires:

NO. 117593

FILED AND RECORDED AT REQUEST OF
BANK OF AMERICA
JANUARY 22, 2002

A 20 MINUTE PAST 4 O'CLOCK
PM BOOK 161 OF OFFICIAL
SERIES PAGE 219 LINCOLN
COUNTY, NEVADA

Leshie Bouchard
COUNTY RECORDER

BOOK 161 PAGE 225