

Deed of Trust

12392

THIS DEED OF TRUST, made 24 May 1973 by and between John J. Sheehan and Betty J. Sheehan, his wife, residents of Carson City, Nevada

hereinafter called Grantor, and First American Title Company of Nevada, a corporation created and existing under and by virtue of the laws of the State of Nevada, hereinafter called Trustee, and the **UNION FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation created and existing under and by virtue of the laws of the **UNITED STATES OF AMERICA**, having its principal place of business in the City of Reno, County of Washoe, State of Nevada, hereinafter called Beneficiary; it being understood that words used herein in any gender include all other genders, that the singular number includes the plural and the plural the singular.

WITNESSETH:

WHEREAS, Grantor is indebted to Beneficiary as evidenced by a certain promissory note of even date herewith and interest thereon according to the terms thereof in the principal sum of Eight Thousand and no/100-----(\$8,000.00)----- Dollars in lawful money of the United States, with interest thereon in like lawful money and with expenses and counsel fees according to the terms of said promissory note, executed and delivered by the Grantor to the Beneficiary.

NOW, THEREFORE, Grantor, for the purpose of securing the payment of said promissory note, and principal, interest, attorneys fees and other amounts set forth therein; and in this instrument; also of such additional sum as may hereafter be loaned, advanced or paid out by the Beneficiary, or by said Trustee, to or for the Grantor, and all other indebtedness of the Grantor to the Beneficiary or to said Trustee, which may exist or be contracted during the life of this instrument, with interest, and including a reconveyance fee to said Trustee, grants, bargains and sells unto said Trustee, in trust with power of sale, all that certain real property situated in the County of Douglas, State of Nevada, described as follows, to-wit:

Lot 91, ALPINE VIEW ESTATES, NO. 3, as shown on the official map recorded in the office of the County Recorder on April 16, 1973 in Book of Maps, as Document No. 65319.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also, all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Grantor now has or may hereafter acquire, of, in or to the said premises or any part thereof, with the appurtenances.

Assumption: If an assumption of the loan secured by this Deed of Trust is approved by Beneficiary, it shall not release Grantor from any obligations hereunder. Beneficiary may charge 1 per cent of the remaining balance of the loan as of the date of assumption as a fee for a change in parties to a transfer in trust.

J. J. Sheehan

Grantor, as additional security hereunder, hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this trust to collect the rents, issues and profits of the rental property herein described with or without taking possession of the same, reserving, however, unto Grantor the right to collect and retain such rents, issues and profits prior to any default by Grantor in the payment of any indebtedness secured hereby or in the performance of any other agreement herein contained.

Should Grantor sell, convey or transfer said property, or any part thereof, or any interest therein, or agree so to do, without the written consent of Beneficiary having been first obtained, the Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

If this Deed of Trust or any note secured hereby provides any penalty for prepayment of any indebtedness secured hereby, Grantor agrees to pay said penalty in accordance with the terms of said prepayment provision; even if, and notwithstanding, Grantor shall have defaulted in the payment of said indebtedness, or in the performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

If, upon a sale of the premises hereby conveyed and an application of the proceeds thereof as in this instrument provided, a balance shall remain owing and unpaid upon said promissory note, or upon any indebtedness hereby secured, the Grantor promises and agrees to pay said balance, in full, principal and interest, and that suit may be instituted by said Beneficiary for any such balance.

In the event that there shall be enacted, by the State of Nevada, any law imposing a tax upon Deeds of Trust or the indebtedness thereby secured and requiring payment of such taxes by the Beneficiary or by the Trustee, then the Grantor promises and agrees to pay the same, if so permitted by said law. In the event that said Grantor is not so permitted to pay the same then said promissory note and all sums hereby secured shall, without notice, become due and payable thirty (30) days after the taking effect of said law and all rights and remedies herein and in said promissory note given the Beneficiary of said Trustee shall be forthwith available.

The following covenants Numbers 1, 2 in a sum equal to the full insurable value thereof, 3, 4 same as in promissory note secured hereby, 5, 6, 7 a reasonable per cent, 8 and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

The Grantor hereby covenants that he is lawfully seized in fee of the premises herein described and that the same are now free and clear of all liens and encumbrances excepting this Deed of Trust.

In addition to covenants made a part hereof, the Grantor agrees to pay all other governmental levies and, at his own expense to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises; and that in default thereof the Beneficiary and the Trustees shall be entitled to the same rights and remedies described in said covenants numbered 1, 2 and 6.

Should the Beneficiary require life insurance to be assigned to it or to the Trustee, or to both, by the undersigned, as additional collateral for the loan hereby secured, and should said assignment be made, the Grantor agrees to pay, during the life of this instrument, when due and payable and without any grace allowed by said policy, all premiums which may accrue upon said policy. If not so paid the Beneficiary may advance premiums on any such policy, if it has a first lien upon said policy, and such premium advances may be added to the unpaid balance of this loan and shall bear interest until paid at the rate payable upon the principal sum hereby secured.

By agreement of the Grantor and the Beneficiary, or upon the written demand of the Beneficiary upon the Grantor, the Grantor shall pay, in addition to all other sums required to be paid by this instrument, or by the note hereby secured, upon the 1st day of each and every month following said agreement, or following said written demand, the equivalent of one-twelfth of the estimated annual taxes, assessments, insurance premiums and other charges upon the above described property, so as to enable the Beneficiary to pay such charges, as they become due from the funds so received. This provision shall also apply to any assigned life insurance policy. If default be made in any such payment, then all amounts remaining unpaid and secured by this instrument shall immediately become due and payable, at the option of the Beneficiary, which option may be exercised at any time thereafter, without notice, as in the case of other defaults and with the same rights and remedies to the Beneficiary.

The provisions of this instrument shall bind and run in favor of the heirs, executors, administrators, and assigns of the Grantor and the successors and assigns of the Beneficiary and of the Trustee.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

John J. Sheehan
John J. Sheehan

Betty J. Sheehan
Betty J. Sheehan

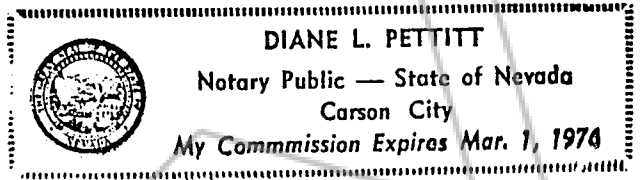
STATE OF NEVADA, } ss.
Carson }
~~County~~ City }

On 24 May 1973 personally appeared before me,

a Notary Public, John J. Sheehan and Betty J. Sheehan

who acknowledged that they executed the above instrument.

Diane L. Pettitt
NOTARY PUBLIC



COPY

Recorded at Request of **1ST. AMER. TITLE CO.**
On **MAY 29 1973** At 05 Min. Past 4 P M.
Official Records of Douglas County, Nevada. Fee 5.00 pd

Patricia J. Stanley, Recorder.

By *Patricia J. Stanley*

66511

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