

10294

DEED OF TRUST

THIS DEED OF TRUST, Made this 6th day of July, in the year nineteen hundred and seventy-six, by and between JOHN ELBERT BISHOP and JANICE I. BISHOP, his wife, -----

hereinafter called "grantor,"

KIMBERLY INVESTMENT COMPANY, -----, Trustee(s), hereinafter called "Trustee," and WM. STANWELL COMPANY, -----, a corporation organized and existing under the laws of the State of California, -----, hereinafter called "holder,"

WHEREAS, grantor has executed and delivered to the holder a certain promissory note of even date herewith in the principal sum of/ TWENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$28,500.00 ---), with interest at the rate of EIGHT AND ONE-HALF per centum (8.50 -- %) per annum on the unpaid balance until paid, the said principal and interest being payable at the office of WM. STANWELL COMPANY, ----- in Concord, California, ----- Nevada, or at such other place as the holder of the note may designate in writing delivered or mailed to the debtor, in monthly installments of TWO HUNDRED NINETEEN AND FORTY-FIVE/100 Dollars (\$ 219.45 ----), commencing on the first day of SEPTEMBER, 1976, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of -July JUNE, 2006. All conditions and obligations of said note are hereby referred to and made a part of this instrument.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, That the grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to him in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has irrevocably granted, bargained, sold, conveyed, assigned, and confirmed, and by these presents does hereby grant, bargain, sell, convey, assign, and confirm unto said Trustee, all that certain property situated in County of DOUGLAS, State of Nevada, described as follows:

Lot 8, Block F, as shown on the Map of Gardnerville Ranchos Unit No. 4, filed in the office of the County Recorder of Douglas County, Nevada, on April 10, 1967, Document No. 35914.

This document is being re-recorded to change due date of Note from August 2006 to July, 2006.

This document is being re-recorded again to change due date of Note from July/2006 to June, 2006
Second Re-recording to correct FINAL PAYMENT DATE.

IN THE EVENT OF TRANSFER OF SAID PROPERTY & ASSUMPTION OF INDEBTEDNESS SECURED HEREBY, A FEE OF \$50.00 WILL BE CHARGED.

X X

C1852

BOOK 577 PAGE 1589 09608

BOOK 477 PAGE 1662 08955

BOOK 776 PAGE 1632

Together with all tenements, hereditaments and appurtenances thereunto belonging and all water and water rights in connection therewith or shares of stock evidencing such water or water rights; and all fixtures now or hereafter attached to or used in connection with the premises herein described; and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the same unto the Trustee, as herein provided.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

First.—To permit said grantor, to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, expenses, to release and reconvey in fee unto and at the cost of the said grantor, the said described land and premises.

Second.—Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof, then, in any such event, the whole indebtedness hereby secured shall, at the option of the holder of the indebtedness hereby secured, become immediately due and payable and the Trustee shall have power, in strict accordance with the applicable laws of this State, and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the Trustee shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof. Covenant No. 8 of NRS 107.030 is hereby adopted and made a part of this Deed of Trust. Trustee shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees, and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale; Second, to retain as compensation a commission of one per centum (1%) on the gross amount of the said sale or sales; Third, to pay to holder whatever may then remain unpaid of the principal of the said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable, at the election of the holder; Fourth, to reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness hereby secured; and, last, to pay the remainder of said proceeds, if any, to said grantor, upon the delivery of and surrender to the purchaser, his, her, or their heirs or assigns, of possession of the premises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

If said property shall be advertised for sale as herein provided, and not sold, the Trustee shall be entitled to a reasonable commission, not exceeding one-half (1/2) of the commission above provided, to be computed on the amount of principal then unpaid.

The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid. Such substitute Trustee or Trustees shall have all the estate, powers, duties, rights and privileges of the predecessor Trustee. It shall be the duty of each superseded Trustee to execute, acknowledge, and deliver an appropriate instrument of conveyance to the substitute Trustee or Trustees replacing him.

Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay the indebtedness as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid:

- (a) A sum equal to the ground rents if any and the taxes and assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder, and of which the grantor is notified), less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the holder in trust to pay said ground rents, premiums, taxes, and assessments, before the same become delinquent.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
- (I) ground rents, taxes, assessments, fire and other hazard insurance premiums.
 - (II) Interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At holder's option, grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the holder as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the grantor for such items, or, at the option of the holder as trustee shall be refunded to grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the grantor shall pay to the holder of the note as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the holder stating the amount of the deficiency, which notice may be given by mail. If at any time the grantor shall tender to the holder of the note, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, such holder as trustee shall, in computing the amount of such indebtedness, credit to the account of the grantor any credit balance accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder acquires the property otherwise after default, it shall apply, as trustee, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal remaining unpaid on said note.

4. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, levied upon said premises except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the holder.

5. He will continuously maintain hazard insurance, of such type or types and amounts as the holder may from time to time require, on the improvements now or hereafter on said premises and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premium therefor. All insurance shall be carried in companies approved by the holder. The policies and renewals thereof shall be held by the holder and have attached thereto loss payable clauses in favor of and in form acceptable to the holder. In event of loss he will give immediate notice by mail to the holder, who may make proof of loss if not made promptly by the grantor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder instead of to the grantor and the holder jointly. The insurance proceeds, or any part thereof, may be applied by the holder at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed of Trust, or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. He shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure to so maintain, holder, at its option, may cause reasonable maintenance work to be performed at the cost of grantor.

7. Holder may perform any defaulted covenant or agreement of grantor to such extent as holder shall determine, and any moneys advanced by holder for such purposes shall bear interest at the rate provided for in the principal indebtedness, shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be payable thirty (30) days after demand.

8. Upon the request of the holder, the grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder for the alteration, modernization or improvement made at the grantor's request; or for maintenance of said premises or taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the holder and grantor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the holder. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

9. If the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining

unpaid, are hereby assigned by the grantor to the holder of the note and shall be paid forthwith to the holder to be applied by it on account of the last maturing installments of such indebtedness.

10. The trusts created hereby are irrevocable by the grantor.

11. He will pay all reasonable costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the holder, because of the failure on the part of the grantor to perform, comply with, and abide by, each and every the stipulations, agreements, conditions and covenants of said promissory note and this Deed of Trust, or either.

12. The grantor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes the Trustee, without waiving or affecting the right to foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of the grantor.

13. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The holder may, without notice to, or consent of grantor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the grantor, without discharging the grantor from liability thereon.

14. Notice of the exercise of any option granted herein, or in the note secured hereby, to the holder is not required.

15. The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

16. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The benefits of the covenants herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto and the holder hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed, and delivered in the presence of

John Elbert Bishop [SEAL]
JOHN ELBERT BISHOP

1321 Wheeler Way, Gardnerville, Nevada

Janice I. Bishop [SEAL]
JANICE I. BISHOP

STATE OF NEVADA

COUNTY OF Douglas

ss:

On this 20th day of July, 1976, personally appeared before me, the undersigned, a notary public in and for the county and State aforesaid,

John Elbert Bishop and Janice I. Bishop known to me to be the persons described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Douglas, the day and year in this Certificate first above written.

JAMES D. OVEN
Notary Public - State of Nevada
Douglas County
My Commission Expires May, 21, 1979
My Commission expires

James D. Owen
County of Douglas
Notary Public,
State of Nevada.

STATE OF NEVADA

Deed of Trust

TO

BOOK 577 PAGE 1592
00608

BOOK 477 PAGE 1665
08957

BOOK 778 PAGE 117
61872

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF

7.00 pd

76 JUL 20 P 2: 53

DOUGLAS CO. NEV.
PATRICIA J. WILLIAMS
RECORDER

Patricia Williams
deputy

COOPY

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

7.00 pd

1977 APR 29 PM 3: 57

PATRICIA J. WILLIAMS
RECORDER

Donna Garrison
(Rep.)

BOOK 477 PAGE 1666

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

7.00 pd

1977 MAY 27 PM 4: 27

PATRICIA J. WILLIAMS
RECORDER

Donna Garrison
(Rep.)

BOOK 776 PAGE 1018

09608

BOOK 577 PAGE 1593

01872