

Order No. ....

Escrow No. 102441  
RECORDING REQUESTED BY

When Recorded Mail to:

THE PRUDENTIAL INS. CO. OF AMERICA  
555 CALIFORNIA ST., 24th FL.  
SAN FRANCISCO, CALIF. 94104

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 2 169 961

NEVADA

This Deed of Trust, made this 19 day of May, A.D. 19 82.

Between THOMAS O. MARTEL and LORI M. MARTEL, his wife

....., herein called **Trustor**,

whose address is 1489 South Riverview, Gardnerville, Nevada 89410  
(Street and Number) (City) (State)

TITLE INSURANCE AND TRUST COMPANY

a Nevada Corporation, herein called **Trustee**, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

a corporation organized and existing under the laws of the State of New Jersey, having its principal office at 745 Broad Street, Newark, New Jersey,

herein called **Beneficiary**,

Witnesseth:

That Trustor hereby **Grants, Transfers, and Assigns to Trustee, its Successors and Assigns, in Trust,** with **Power of Sale**, that property in the .....

County of Douglas, Nevada, described as:

Lot 3, as said lot is shown on the Official Plat of GARDNERVILLE RANCHOS UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on June 1, 1965 in Book 1 of Maps, filed as No. 28309, and Title Sheet amended on June 4, 1965, as Filing No. 28377.

TOGETHER WITH wall-to-wall carpeting in the living room, dining area, and three (3) bedrooms, which is deemed to be a fixture and a part of the real property herein described.

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining (all as part of the premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, damages, royalties, revenue and benefits therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements, fixtures and equipment (whether or not annexed thereto) now or hereafter used in connection therewith; (iii) all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with said property; (iv) all shares of stock evidencing any such water right; and (v) all fixtures and equipment (whether or not annexed thereto) now or hereafter used for the production or distribution of water thereon or for the irrigation or drainage thereof.

**For the Purpose of Securing:**

**One:** Payment of the indebtedness evidenced by a promissory note (and any renewals or extensions or modifications thereof), of even date herewith, in the principal sum of SIXTY EIGHT THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$ 68,800.00-), the final payment on which is due on JUNE 1, 2012, 19, executed by Trustor and delivered to Beneficiary, together with the interest thereon and late charges as provided by said note which is made a part hereof by reference.

**Two:** Payment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 18 hereof.

**Three:** Payment of all other moneys herein agreed or provided to be paid by Trustor.

**Four:** Performance of each agreement of Trustor herein contained or incorporated herein by reference.

**Trustor Agrees:**

1. To pay: (a) before delinquent, all taxes and assessments of every type or nature affecting said premises, all rents or charges for water and all assessments on any water stock; (b) all other charges and encumbrances which now are or

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shall hereafter be or appear to be a lien prior to the lien of this Deed of Trust; (c) all taxes upon this Deed of Trust or the interest of Beneficiary herein, or upon the note or debt secured hereby; provided, however, that the total amount so paid for any such taxes pursuant to this sub-paragraph (c) together with the interest payable on said indebtedness, shall not exceed the highest lawful rate of interest in Nevada. In the event of the enactment of any law imposing payment of all or any of the taxes aforesaid upon Beneficiary, or upon the rendering by any court of a decision that the undertaking by Trustor, as herein provided, to pay any tax or taxes, is legally inoperative; then and in any such event the debt hereby secured, without any deduction, shall, at the option of Beneficiary, become immediately due and collectible, notwithstanding anything contained herein or any law heretofore enacted or hereafter enacted.

2. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Beneficiary in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the premises are situated, shall be in such amount as Beneficiary may reasonably require but in no event for less than the indebtedness from time to time secured hereby, shall be issued by a company or companies approved by Beneficiary, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary. Whenever required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, such policies shall be delivered immediately to and held by Beneficiary. Any and all amounts received by Beneficiary under any of such policies may be applied by Beneficiary on the indebtedness secured hereby in such manner as Beneficiary may, in its sole discretion, elect or, at the option of Beneficiary, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice. Upon foreclosure hereof or other acquisition of the premises or any part thereof by Beneficiary, such policies shall become the absolute property of Beneficiary.

3. To keep the premises in good condition and repair, and not to commit or permit waste thereof; if farm land, to farm, cultivate, care for, and irrigate in a proper manner; not to remove or demolish, nor alter or impair the design or structural character of, any building, fixture, equipment, fence, canal, well, or other improvement now or hereafter situated upon said premises, nor remove, replace, graft, bud or otherwise alter any horticultural or viticultural tree, vine or shrub planted upon the premises for a commercial purpose, without the written consent of Beneficiary.

4. That if, during the existence of these trusts, there be commenced or pending any action or proceeding affecting said premises, or the title thereto, or if any adverse claim for or against the said premises be made, Trustee or Beneficiary, or both, may appear in said action or proceeding and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them may deem to be necessary.

5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises, and not to suffer or permit any act to be done in or upon said premises in violation thereof.

6. That, if Trustor fails to do so, Beneficiary, without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay expenses in connection therewith.

7. To pay to Trustee and Beneficiary, respectively, immediately and without demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of ~~eighteen and three quarters~~ <sup>eighteen and three quarters</sup> per cent per annum. *L.M.M. TOM*

8. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may deliver a written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ~~eighteen and three quarters~~ <sup>eighteen and three quarters</sup> per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. *TOM L.M.M.*

9. That all of the rents, issues and profits of said premises are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by its agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above premises or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter. Trustor further agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said premises and used by Trustor in the rental or leasing of said premises or any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said premises, or any part or all of such moneys may be released by Beneficiary at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Beneficiary, and counsel fees and costs and disbursements) incurred in taking possession and effecting such collection, shall be deemed a portion of the expense of this trust secured hereby. Neither the entering upon and taking possession of the said property nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

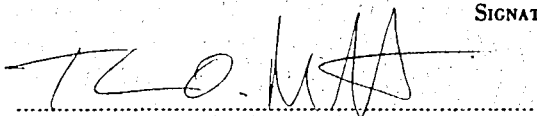
10. That all judgments, awards of damages and settlements, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said premises or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary may apply any and all such sums on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount so received by it or any part thereof may be released. Neither the application nor the release of any such sums shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

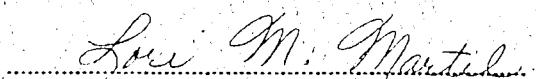
11. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.
12. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default or any right or power, whether exercised hereunder or contained herein, or in any such other security.
13. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.
14. That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above described land is situated.
15. That the trusts herein created are irrevocable.
16. That any stock in a water, irrigation or oil storage company assigned to Beneficiary in connection with this transaction may be registered in the name of Trustee or Beneficiary as Pledgee, and held by either as Beneficiary may determine. Whether or not said stock be appurtenant to the above described land or any part thereof, and regardless of how said stock is registered or held, Trustor and Beneficiary agree that if default be made in the performance of any obligation secured hereby, Trustee may sell said stock or any part thereof and any other shares of stock subject to this Deed of Trust, together with and at the time of any Trustee's sale of the above described land or any part thereof. With respect to such sale of said stock Trustor hereby waives compliance with any and all statutory requirements concerning the sale of pledged property, and agrees that the provisions of law and of this Deed of Trust governing the manner, notice and conditions of a Trustee's sale of said land shall apply to such sale of said stock by Trustee.
17. That Trustor hereby assigns and transfers as additional security to Beneficiary all damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the premises above described, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.
18. That upon the request of Trustor or his successors in ownership of the land, Beneficiary may hereafter, at its option, at any time before full payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership, and the same, with interest and late charges, shall be secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before the maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.
19. That default in the terms of any other instrument securing the debt secured hereby shall constitute a default in this Deed of Trust.
20. That the pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived, to the full extent permissible by law.
21. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.
22. Trustor agrees to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or in his behalf.
- Upon written request of Beneficiary** stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the premises then held by Trustee. The Grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto", or by other appropriate terms.
- This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the note secured hereby, whether or not named as Beneficiary herein.
- Trustor** hereby requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.
23. Anything hereinabove to the contrary notwithstanding any accrued interest required to be paid hereinabove under paragraphs 7 and 8 shall not exceed the highest rate of interest allowed by law.

SIGNATURE OF TRUSTOR

  
 \_\_\_\_\_  
 Thomas O. Martel

  
 \_\_\_\_\_  
 Lori M. Martel

STATE OF NEVADA, County of Douglas

On this 21st day of May, A. D. 1982 personally appeared before me, a Notary Public, in and for Douglas County, Nevada  
Thomas O. Martel and Lori M. Martel

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that 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 the County of Douglas, the day and year in this certificate first above written.

(NOTARIAL SEAL)

*Charlene L. Hanover*

Notary Public in and for the County of Douglas, State of Nevada.

My Commission expires May 9, 1986



DO NOT RECORD. To be used when note has been paid.

To: Trustee.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

CHECKED  
APPROVED

Date: \_\_\_\_\_ By: \_\_\_\_\_

(COPYIST WILL COPY) Indexed as Deed of Trust and Assignment of Rents.

Loan No. \_\_\_\_\_  
NEVADA  
DEED OF TRUST  
(With Assignment of Rents)  
Between \_\_\_\_\_  
and \_\_\_\_\_  
Trustee,  
and \_\_\_\_\_  
THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA  
Dated \_\_\_\_\_ 19 \_\_\_\_\_

COMB 35061-ED 7/65 (W)

REQUESTED BY  
DOUGLAS COUNTY TITLE  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 fee  
1982 MAY 21 PM 12:40

SUZANNE BEAUDREAU  
RECORDER

*Cass J. Gibart* 67971  
Dep.

LIBER 582 PAGE 1208