

Recording Requested by and
When Recorded Return to:

Shearson American Express Mortgage Corporation
555 California Street, Suite 3500
San Francisco, California 94104
ATTENTION: Debbi McMurray

③

Space Above For Recorder's Use

Account No. 805177-1

**SHEARSON KEY CLIENT
CREDIT ACCOUNT AGREEMENT
AND DEED OF TRUST**
(Including Federal Truth-In-Lending Act Disclosures)

Parties:

TRUSTOR
(Borrower):

CHRIS METKOVICH AND BARBARA METKOVICH,
(Name) Husband and Wife

117 B. Snowbird Court - Zephyr Cove, NV 89448
(Residence Address)

(Address for notices, if different)

TRUSTEE:

Shearson/American Express Trust Deed Services, Inc
(Name)

1201 East Highland Avenue-San Bernardino, CA 92402
(Address)

BENEFICIARY:
(Creditor)

Shearson American Express Mortgage
Corporation

1201 E. Highland
P.O. Box 1201
San Bernardino, CA 92402

1. Obligatory Advances; Use of Proceeds; Promise to Pay; Maturity Date. This Shearson Key Client Credit Account Agreement and Deed of Trust ("Agreement") governs the use of your credit account ("Credit Account") with Shearson American Express Mortgage Corporation, a Delaware corporation ("Shearson Mortgage"). In this Agreement, the terms "you" and "your" include all trustors and persons allowed to use the Credit Account. The terms "we," "us" and "our" refer to Shearson Mortgage. You authorize us to advance to you (or on your behalf) funds available under your Credit Account. Each such advance is called a "loan advance." When you properly request a loan advance from Shearson Mortgage in accordance with the provisions of this Agreement, Shearson Mortgage will be obligated to make a loan advance to you.

You understand and agree that under no circumstances may all or any part of any such loan advance be used directly or indirectly for the purpose of purchasing, carrying (i.e., repaying debt which was incurred to purchase securities) or trading in securities.

You agree to repay all loan advances and all other amounts we charge to your Credit Account, and to pay us a monthly Finance Charge on amounts outstanding in your Credit Account and a Transaction Fee on each loan advance, as provided in this Agreement. You also agree to pay us certain other Finance Charges, and additional charges, including late fees, as provided below. If legal action is necessary to enforce this Agreement, you agree to pay all collection costs, including, without limitation, reasonable attorneys' fees and court costs.

Your Credit Account will be terminated and all amounts owing on your Credit Account, including accrued and unpaid Finance Charges and other charges, will be due and payable in full on December 1 19 87 (the "Maturity Date"), unless sooner terminated under this Agreement. This final payment will be paid directly to Shearson Mortgage at our address shown above, or such other address as we may later designate in writing.

2. Security - Deed of Trust. You are giving us a security interest in the form of a deed of trust in the property described in this Paragraph. In consideration of our extending credit to you under this Agreement, you hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the property located in the County of Douglas, State of Nevada which is described in Exhibit "A" hereto, which Exhibit "A" is incorporated herein by this reference and made a part hereof, and which property has the address (the "Property Address") of 117 B. Snowbird Court, Zephyr Cove, Nevada 89448, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given under this Agreement to Shearson Mortgage to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto,

For the purposes of this Agreement, the term "Prime Rate" means the rate of interest announced by commercial banks in New York City for 90-day unsecured loans to their best commercial customers, as published in a recognized financial publication designated by Shearson Mortgage, rounded upward to the nearest one-quarter percentage point (¼%). In the event that the Prime Rate as so published consists of a range of rates, the term "Prime Rate" shall refer to the highest rate of interest so published.

(7) Monthly Statement and Repayment Procedure; Late Charge. Your minimum payment due each month will be equal to the Monthly Finance Charge that has accrued on your Credit Account during the previous billing cycle. You will receive a Monthly Statement summarizing the activity of your Credit Account for each statement period. By signing this Agreement, you authorize Shearson to pay your minimum monthly payment on the date due by way of an automatic advance from your Securities Account (which automatic advance will appear on your Monthly Statement). Shearson will make such advances on your behalf only if the "equity" of your Securities Account is not then, or would not thereby be reduced, below the level required under Paragraph 3. (You understand that any indebtedness created in your Securities Account as a result of any such advances will be charged interest at the same rate and on the same terms and conditions as any other indebtedness incurred under your Securities Account). If there is insufficient "equity" in your Securities Account to permit such an advance, you will have ten (10) days from the date of the statement within which to make (a) the required payment directly to Shearson Mortgage at our address shown above or such other place as we may designate in writing or (b) deposit cash and/or securities in your Securities Account in an amount sufficient to permit such an advance to be made on your behalf.

If you prefer to make your monthly payments directly to Shearson Mortgage, and you do not wish Shearson to make such monthly advances on your behalf, simply notify Shearson Mortgage in writing of your preference and Shearson Mortgage will make arrangements for a direct payment procedure.

If the Maturity Date of your Credit Account is accelerated pursuant to Paragraph 3, you will in any event be obligated to make all of your monthly payments directly to Shearson Mortgage at our address shown above or such other place as we may designate in writing. Unless applicable law provides otherwise, we will apply all payments made to your Credit Account first to interest payable and then to principal. If we do not receive your minimum payment within ten (10) days of the due date shown on the monthly statement, we will charge your Credit Account a late charge equal to the greater of \$5.00 or six percent (6%) of the amount of the delinquent payment.

8. Other Charges. The following other charges will be imposed in connection with your Credit Account and, except for items (f) and (g), will be deducted from the first advance from your Credit Account:

(a) Title Insurance Premium	\$ 266.70
(b) Recording Fees	\$ 15.00
(c) Appraisal Fee	\$ (\$200.00) POC
(d) Sub-Escrow Fee	\$ 50.00
(e) Beneficiary/Demand Statement	\$ 15.00
(f) Reconveyance Fee (Estimated)	\$ 35.00
(g) Hazard Insurance for	\$
(h) <u>Notary</u>	\$ -0-

Item (f) is to be paid in cash by you to Trustee upon the termination of this Agreement pursuant to the provisions of Paragraph 26; item (g) is to be paid in cash by you to the hazard insurance carrier prior to the execution of this Agreement pursuant to the provisions of Paragraph 12.

9. Irregular Payments. We can accept late payments or partial payments, or drafts, checks or money orders marked "payment in full", without losing any of our rights under this Agreement.

10. Charges; Liens. You will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Agreement, as well as all leasehold payments or ground rents, if any, attributable to the Property, and you will promptly furnish us with receipts of those payments. You will promptly discharge any lien other than the lien of any Deed of Trust senior to this Agreement, if any, that is (are) identified on Exhibit "B" hereto, which Exhibit "B" is incorporated herein by this reference and made a part of this Agreement; provided, that you will not be required to discharge any such lien so long as you agree in writing to the payment of the obligation secured by such lien in a manner acceptable to us, or will in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

11. Ownership of the Property. You warrant and represent that you lawfully own the Property and have the right to grant and convey the Property under this Agreement, that except as set forth in Exhibit "B" hereto, the Property is unencumbered, and that you will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring our interest in the Property.

12. Hazard Insurance. You will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards that we may require and in the amounts and for the periods that we may require; provided, that we shall not require that the amount of such coverage exceed that amount of coverage required to pay the total of (a) the maximum credit available under your Credit Account and (b) the aggregate unpaid balance (s) of all of the deed (s) of trust and other liens identified in Exhibit "B" hereto.

You may obtain the insurance from the insurance carrier of your choice, subject to our approval. Our approval will not be unreasonably withheld. All premiums on insurance policies shall be paid directly to the insurance carrier.

All insurance policies and policy renewals shall be in form acceptable to us and shall include a standard mortgage clause in favor of and in form acceptable to Shearson Mortgage. We shall have the right to hold the policies and policy renewals, and you will promptly furnish us with all renewal notices and all receipts of premiums paid. In the event of loss, you will notify the insurance carrier and us promptly. We may make proof of loss if not made promptly by you.

Unless we otherwise agree with you in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided that the restoration or repair is economically feasible and would not impair the security of this Agreement. If restoration or repair is not economically feasible or if the security of this Agreement would be impaired, the insurance proceeds shall be applied to the sums secured by this Agreement with the excess, if any, paid to you. If you abandon the Property, or if you fail to respond to us within thirty (30) days from the date we mail a notice to you that the insurance carrier offers to settle a claim for insurance benefits, you authorize us to collect and apply the insurance proceeds at our option either to restoration or repair of the Property or to the sums secured by this Agreement.

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Unless we otherwise agree with you in writing, any such application of proceeds to principal shall not extend or postpone the due date or any payment (including the final payment due on the Maturity Date) owing under this Agreement or change the amount of any such payments. If under Paragraph 24 we acquire the Property, all your right, title and interest in and to any insurance policies and in and to the proceeds of those policies resulting from damage to the Property prior to the sale or acquisition shall pass to us to the extent of the sums secured by this Agreement immediately prior to such sale or acquisition.

13. Preservation, Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. You agree that you will keep the Property in good repair and will not commit waste or permit impairment or deterioration of the Property and will comply with the provisions of any lease if this Agreement is on a leasehold. If this Agreement is on a unit in a condominium or a planned unit development, you will perform all of your obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by you and recorded together with this Agreement, the covenants and agreements of that rider shall be incorporated into and shall amend and supplement this Agreement as if the rider were a part hereof.

14. Protection of Security. If you fail to perform the agreements contained in this Agreement, or if any action or proceeding is commenced which materially affects our interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then we may, at our option, upon notice to you, make such appearances, disburse such sums and take such action as is necessary to protect our interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. You further agree to reimburse us should we obtain title endorsements or similar guarantees to maintain our lien priority on the Property.

Any amounts disbursed by us pursuant to this Paragraph, with interest thereon, shall become additional indebtedness secured by this Agreement. Unless we agree with you to other terms of payment, such amounts shall be payable upon notice from us to you requesting payment thereof, and shall bear interest from the date of disbursement at the rate (s) then payable on outstanding balances of your Credit Account unless payment of interest at such rate (s) would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require us to incur any expense or take any action hereunder.

15. Inspection. We may make or cause to be made reasonable entries upon and inspections of the Property, provided that we shall give you notice prior to any such inspection specifying reasonable cause therefor related to our interest in the Property.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Shearson Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Agreement with the excess, if any, paid to you. In the event of a partial taking of the Property, unless we have otherwise agreed with you in writing, there shall be applied to the sums secured by this Agreement such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Agreement immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to you.

If you abandon the Property or if, after we give you notice that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within thirty (30) days after the date such notice is mailed, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Agreement.

Unless we have otherwise agreed with you in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under this Agreement or change the amount of any such payments.

17. Extension Not a Release. If we grant an extension of the time for payment of the sums secured by this Agreement to anyone who is your successor in interest, the extension shall not operate to release, in any manner, your liability or the liability of your successors in interest. We shall not be required to (a) commence proceedings against such successor or (b) refuse to extend time for payment of sums secured by this Agreement by reason of any demand made by you or your successors in interest.

18. Forbearance Not a Waiver. Any forbearance by us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by us shall not be a waiver of our right to accelerate the maturity of the indebtedness secured by this Agreement.

19. Remedies Cumulative. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

20. Successors and Assigns Bound; Captions. The agreements contained in this Agreement shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Shearson Mortgage and you, subject to the provisions of Paragraphs 23 and 32. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Notice. Except for any notice required under applicable law to be given in another manner, and except as provided in Paragraph 3, (a) any notice to you provided for in this Agreement shall be given by mailing the notice by certified mail, return receipt requested, addressed to you at your address shown above or at any other address you may designate by notice to us as provided in this Paragraph, and (b) any notice to Shearson Mortgage shall be given by certified mail, return receipt requested, to our address stated herein or to such other address as we may designate by notice to you as provided in this Paragraph. Any notice provided for in this Agreement shall be deemed to have been given to you or Shearson Mortgage when given in the manner designated in this Paragraph.

22. Governing Law; Severability; Conflicts. This Agreement shall be governed by the law of Nevada. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable. In the event of any conflict between the terms of this Agreement and the terms appearing on other documents executed in connection with your use of the Credit Account, the terms of this Agreement shall govern.

23. Transfer of the Property; Acceleration. If you sell or transfer all or any part of the Property or an interest therein without our prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Agreement, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, we may, at our option and without notice, declare all the sums secured by this Agreement to be immediately due and payable. If you fail to pay us all such sums immediately upon such declaration, we may invoke, without further notice or demand, any of the remedies provided for in Paragraph 24 of this Agreement.

24. Acceleration; Remedies. Except as provided in Paragraphs 3, 4, 23 and 30, if you breach any provision of this Agreement including, without limitation, your agreement to pay any monthly payment when due or the final payment on the Maturity Date, we may, at our option and without notice, declare all of the sums secured by this Agreement to be immediately due and payable without further demand, and we may invoke the power of sale and any other remedies permitted by applicable law. We shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, court costs and reasonable attorneys' fees.

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

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

To the extent such covenants are not inconsistent with the provisions hereof, covenants nos. 6, 7 (counsel fees -- a reasonable percentage) and 8 of Nevada Revised Statutes 107.030 are hereby adopted by reference herein and made a part hereof.

25. Assignment or Rents; Appointment of Receiver; Shearson Mortgage in Possession. As additional security hereunder, you hereby assign to us the rents of the Property, provided that you shall, prior to an acceleration of the sums secured by this Agreement or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon an acceleration of the sums secured by this Agreement or abandonment of the Property, Shearson Mortgage, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by us or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Agreement. Shearson Mortgage and the receiver shall be liable to account only for those rents actually received.

26. Reconveyance. Upon payment of all sums secured by this Agreement, we shall request Trustee to reconvey the Property and shall surrender this Agreement to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation together with Trustee's reconveyance fees.

27. Substitute Trustee. At our option, we may from time to time remove Trustee and appoint a successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

28. Request for Notices. You request that copies of the notice of default and notice of sale be sent to your residence address or your address for notices, if different, as set forth above.

29. Statement of Obligation. We may collect a fee of \$15 or such other maximum amount as may be allowed by law for furnishing any statement of obligation, beneficiary's statement or similar document.

30. Default on Senior Deed of Trust. You agree to comply with all the terms and conditions of any deed of trust ("Senior Deed of Trust") prior and senior to the lien of this Agreement. If you default under any Senior Deed of Trust, your default shall constitute a default under this Agreement and shall entitle us, at our option, to exercise any and all rights and remedies we have in the event of a default under this Agreement. In the event of a default on any Senior Deed of Trust, we may at our option pay on your account any sums required to cure the default, foreclose on the Property either concurrently with the Senior Deed of Trust or, upon cure of default, on this Agreement or bid at the foreclosure sale on the Senior Deed of Trust. Any sums advanced by us to cure your default on the Senior Deed of Trust shall be added to the outstanding balance of your Credit Account and shall be secured by this Agreement.

31. Amendments. We may change the terms of this Agreement at any time and will notify you in writing fifteen (15) days in advance of the effective date of such change. You agree that the then-outstanding balance in your Credit Account and any future loan advances will be subject to any such amendments to this Agreement.

32. Termination of Credit Privileges. Your right to receive loan advances under this Agreement may be terminated by us at any time if you use all or any part of any loan advance, directly or indirectly, for the purpose of purchasing, carrying or trading in securities; if you sell or transfer all or any part of the Property or any interest therein; if you breach any provision of this Agreement (including, without limitation, the "equity" requirement of your Securities Account as provided in Paragraph 3); if the outstanding balance of your Credit Account falls below \$20,000; or if your credit is no longer acceptable to us. We expressly reserve the right to re-evaluate your credit whenever appropriate, and you agree to supply us with whatever information is requested for such credit evaluation. You may terminate your credit privileges at any time upon written notice to us, but such termination does not relieve you of your obligations under this Agreement.

33. Miscellaneous. You, as well as all sureties, guarantors and endorsers of this Agreement severally waive presentment for payment, protest, notice of protest and notice of nonpayment of all payments required under this Agreement, and consent that this Agreement and any payment due or to become due hereunder may be extended or renewed by us without previous demand or notice. You agree that under any such extension or renewal, or pursuant to any assignment of this Agreement to any party not a party hereto, the indebtedness outstanding under this Agreement may be subject to the same interest rates, terms and conditions as those appertaining hereto. This Agreement shall be a joint and several obligation of each of you, and all sureties, guarantors and endorsers hereof, and shall be binding upon you, them and your or their heirs, representatives, successors and assigns. The right to plead any and all statutes of limitations as a defense to any demand on this Agreement, or on any guaranty hereof, or to any agreement to pay the same, or to any demand secured by this Agreement, against any of you or any endorsers, guarantors or sureties hereof is expressly waived by each and all said parties. Any married person who signs this Agreement expressly agrees that his or her separate property will be liable for any and all indebtedness created under this Agreement.

34. Signature. You acknowledge by your signature that you have received a legible, completely filled-in copy of this Agreement which contains disclosures required by the Federal Truth-In-Lending Act.

Dated this 12th day of November, 1982.

The below signers are authorized to draw against the Credit Account and are hereby obligated to pay the full amount owed under this Agreement.

(Trustor) X Chris Metkovich
CHRIS METKOVICH

(Trustor) X Barbara Metkovich
BARBARA METKOVICH

The below signers grant and convey their Property to Shearson/American Express Mortgage Corporation, for the benefit of Shearson/American Express Mortgage Corporation, as security for all amounts due under this Agreement.

(Trustor) X Chris Metkovich
CHRIS METKOVICH

(Trustor) X Barbara Metkovich
BARBARA METKOVICH

Request for Notice of Default

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded June 22, 1978 in Book 678 Page 1588 Official Records of Douglas County, Nevada, executed by CHRIS AND BARBARA METKOVICH and GORDON AND CAROL LANE as Trustor, in which El Dorada Savings and Loan Association is named as Beneficiary, and George L. Cook and Russell W. McRae as Trustee, be mailed to Shearson/American Express Mortgage Corporation, whose address is 1201 E. Highland, P.O. Box 1201, San Bernardino, CA 92402.

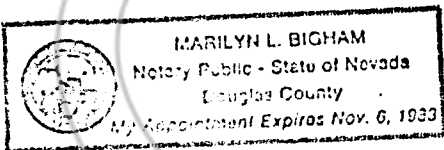
Signed: **SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION**

By: Debbi McMurray
DEBBI MCMURRAY, Regional Loan Technician

STATE OF NEVADA)
COUNTY OF DOUGLAS)

On November 15, 1982, before me, the undersigned, a Notary Public in and for said State personally appeared Chris Metkovich & Barbara Metkovich known to me to be the person whose name s are are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Marilyn L. Bigham
Notary Public in and for said State

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of this Shearson Key Client Credit Account Agreement and Deed of Trust (the "Agreement"). The obligation evidenced and secured by this Agreement, together with all other indebtedness secured by this Agreement, have been paid in full. You are hereby directed to cancel this Agreement, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Agreement to the person or persons legally entitled thereto.

Dated _____

Please Mail Reconveyance To:

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Exhibit "A"
(Property Description)

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Being all of Lot 25B, as shown on the map entitled LAKE VILLAGE UNIT NO. 2-C filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 10, 1972, as Document No. 58124, in Book 97 of Official Records, at Page 442.

Assessment Parcel No. 07-081-36-7

COPY

Exhibit "B"

(Prior Deeds of Trust and other liens)

A Deed of Trust to secure an indebtedness of \$69,000.00, and any other amounts as therein provided, recorded June 22, 1978, in Book 678, of Official Records, at page 1588, Douglas County, Nevada, as Document No. 22225.

Dated: June 19, 1978
Trustor: CHRIS METKOVICH AND BARBARA METKOVICH, Husband and Wife,
GORDON R. LANE AND CAROL L. LANE, Husband and Wife
Trustee: GEORGE L. COOK AND RUSSELL W. MCRAE
Beneficiary: EL DORADO SAVINGS AND LOAN ASSOCIATION, a California Corporation

COOPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 11.00 fee
1982 NOV 19 PM 12:40

SUZANNE-BEAUDREAU
RECORDER

Carol J. [Signature] 73380
Dep. LIBER 1182 PAGE 981

Recording Requested by and
When Recorded Return to:

Shearson American Express Mortgage Corporation
555 California Street, Suite 3500
San Francisco, California 94104
ATTENTION: Debbi McMurray

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CHRIS METKOVICH AND BARBARA METKOVICH,

(Borrower):

(Name) Husband and Wife

117 B. Snowbird Court - Zephyr Cove, NV 89448

(Residence Address)

(Address for notices, if different)

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(Name)

1201 East Highland Avenue-San Bernardino, CA 92402

(Address)

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2. Security - Deed of Trust. You are giving us a security interest in the form of a deed of trust in the property described in this Paragraph. In consideration of our extending credit to you under this Agreement, you hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the property located in the County of Douglas, State of Nevada which is described in Exhibit "A" hereto, which Exhibit "A" is incorporated herein by this reference and made a part hereof, and which property has the address (the "Property Address") of 117 B. Snowbird Court, Zephyr Cove, Nevada 89448, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given under this Agreement to Shearson Mortgage to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto,

For the purposes of this Agreement, the term "Prime Rate" means the rate of interest announced by commercial banks in New York City for 90-day unsecured loans to their best commercial customers, as published in a recognized financial publication designated by Shearson Mortgage, rounded upward to the nearest one-quarter percentage point (¼%). In the event that the Prime Rate as so published consists of a range of rates, the term "Prime Rate" shall refer to the highest rate of interest so published.

(7) Monthly Statement and Repayment Procedure; Late Charge. Your minimum payment due each month will be equal to the Monthly Finance Charge that has accrued on your Credit Account during the previous billing cycle. You will receive a Monthly Statement summarizing the activity of your Credit Account for each statement period. By signing this Agreement, you authorize Shearson to pay your minimum monthly payment on the date due by way of an automatic advance from your Securities Account (which automatic advance will appear on your Monthly Statement). Shearson will make such advances on your behalf only if the "equity" of your Securities Account is not then, or would not thereby be reduced, below the level required under Paragraph 3. (You understand that any indebtedness created in your Securities Account as a result of any such advances will be charged interest at the same rate and on the same terms and conditions as any other indebtedness incurred under your Securities Account). If there is insufficient "equity" in your Securities Account to permit such an advance, you will have ten (10) days from the date of the statement within which to make (a) the required payment directly to Shearson Mortgage at our address shown above or such other place as we may designate in writing or (b) deposit cash and/or securities in your Securities Account in an amount sufficient to permit such an advance to be made on your behalf.

If you prefer to make your monthly payments directly to Shearson Mortgage, and you do not wish Shearson to make such monthly advances on your behalf, simply notify Shearson Mortgage in writing of your preference and Shearson Mortgage will make arrangements for a direct payment procedure.

If the Maturity Date of your Credit Account is accelerated pursuant to Paragraph 3, you will in any event be obligated to make all of your monthly payments directly to Shearson Mortgage at our address shown above or such other place as we may designate in writing. Unless applicable law provides otherwise, we will apply all payments made to your Credit Account first to interest payable and then to principal. If we do not receive your minimum payment within ten (10) days of the due date shown on the monthly statement, we will charge your Credit Account a late charge equal to the greater of \$5.00 or six percent (6%) of the amount of the delinquent payment.

8. Other Charges. The following other charges will be imposed in connection with your Credit Account and, except for items (f) and (g), will be deducted from the first advance from your Credit Account:

(a) Title Insurance Premium	\$ 266.70
(b) Recording Fees	\$ 15.00
(c) Appraisal Fee	\$ (\$200.00) POC
(d) Sub-Escrow Fee	\$ 50.00
(e) Beneficiary/Demand Statement	\$ 15.00
(f) Reconveyance Fee (Estimated)	\$ 35.00
(g) Hazard Insurance for	\$
(h) <u>Notary</u>	\$ -0-

Item (f) is to be paid in cash by you to Trustee upon the termination of this Agreement pursuant to the provisions of Paragraph 26; item (g) is to be paid in cash by you to the hazard insurance carrier prior to the execution of this Agreement pursuant to the provisions of Paragraph 12.

9. Irregular Payments. We can accept late payments or partial payments, or drafts, checks or money orders marked "payment in full", without losing any of our rights under this Agreement.

10. Charges; Liens. You will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Agreement, as well as all leasehold payments or ground rents, if any, attributable to the Property, and you will promptly furnish us with receipts of those payments. You will promptly discharge any lien other than the lien of any Deed of Trust senior to this Agreement, if any, that is (are) identified on Exhibit "B" hereto, which Exhibit "B" is incorporated herein by this reference and made a part of this Agreement; provided, that you will not be required to discharge any such lien so long as you agree in writing to the payment of the obligation secured by such lien in a manner acceptable to us, or will in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

11. Ownership of the Property. You warrant and represent that you lawfully own the Property and have the right to grant and convey the Property under this Agreement, that except as set forth in Exhibit "B" hereto, the Property is unencumbered, and that you will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring our interest in the Property.

12. Hazard Insurance. You will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards that we may require and in the amounts and for the periods that we may require; provided, that we shall not require that the amount of such coverage exceed that amount of coverage required to pay the total of (a) the maximum credit available under your Credit Account and (b) the aggregate unpaid balance (s) of all of the deed (s) of trust and other liens identified in Exhibit "B" hereto.

You may obtain the insurance from the insurance carrier of your choice, subject to our approval. Our approval will not be unreasonably withheld. All premiums on insurance policies shall be paid directly to the insurance carrier.

All insurance policies and policy renewals shall be in form acceptable to us and shall include a standard mortgage clause in favor of and in form acceptable to Shearson Mortgage. We shall have the right to hold the policies and policy renewals, and you will promptly furnish us with all renewal notices and all receipts of premiums paid. In the event of loss, you will notify the insurance carrier and us promptly. We may make proof of loss if not made promptly by you.

Unless we otherwise agree with you in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided that the restoration or repair is economically feasible and would not impair the security of this Agreement. If restoration or repair is not economically feasible or if the security of this Agreement would be impaired, the insurance proceeds shall be applied to the sums secured by this Agreement with the excess, if any, paid to you. If you abandon the Property, or if you fail to respond to us within thirty (30) days from the date we mail a notice to you that the insurance carrier offers to settle a claim for insurance benefits, you authorize us to collect and apply the insurance proceeds at our option either to restoration or repair of the Property or to the sums secured by this Agreement.

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Unless we otherwise agree with you in writing, any such application of proceeds to principal shall not extend or postpone the due date or any payment (including the final payment due on the Maturity Date) owing under this Agreement or change the amount of any such payments. If under Paragraph 24 we acquire the Property, all your right, title and interest in and to any insurance policies and in and to the proceeds of those policies resulting from damage to the Property prior to the sale or acquisition shall pass to us to the extent of the sums secured by this Agreement immediately prior to such sale or acquisition.

13. Preservation, Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. You agree that you will keep the Property in good repair and will not commit waste or permit impairment or deterioration of the Property and will comply with the provisions of any lease if this Agreement is on a leasehold. If this Agreement is on a unit in a condominium or a planned unit development, you will perform all of your obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by you and recorded together with this Agreement, the covenants and agreements of that rider shall be incorporated into and shall amend and supplement this Agreement as if the rider were a part hereof.

14. Protection of Security. If you fail to perform the agreements contained in this Agreement, or if any action or proceeding is commenced which materially affects our interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then we may, at our option, upon notice to you, make such appearances, disburse such sums and take such action as is necessary to protect our interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. You further agree to reimburse us should we obtain title endorsements or similar guarantees to maintain our lien priority on the Property.

Any amounts disbursed by us pursuant to this Paragraph, with interest thereon, shall become additional indebtedness secured by this Agreement. Unless we agree with you to other terms of payment, such amounts shall be payable upon notice from us to you requesting payment thereof, and shall bear interest from the date of disbursement at the rate (s) then payable on outstanding balances of your Credit Account unless payment of interest at such rate (s) would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require us to incur any expense or take any action hereunder.

15. Inspection. We may make or cause to be made reasonable entries upon and inspections of the Property, provided that we shall give you notice prior to any such inspection specifying reasonable cause therefor related to our interest in the Property.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Shearson Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Agreement with the excess, if any, paid to you. In the event of a partial taking of the Property, unless we have otherwise agreed with you in writing, there shall be applied to the sums secured by this Agreement such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Agreement immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to you.

If you abandon the Property or if, after we give you notice that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within thirty (30) days after the date such notice is mailed, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Agreement.

Unless we have otherwise agreed with you in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under this Agreement or change the amount of any such payments.

17. Extension Not a Release. If we grant an extension of the time for payment of the sums secured by this Agreement to anyone who is your successor in interest, the extension shall not operate to release, in any manner, your liability or the liability of your successors in interest. We shall not be required to (a) commence proceedings against such successor or (b) refuse to extend time for payment of sums secured by this Agreement by reason of any demand made by you or your successors in interest.

18. Forbearance Not a Waiver. Any forbearance by us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by us shall not be a waiver of our right to accelerate the maturity of the indebtedness secured by this Agreement.

19. Remedies Cumulative. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

20. Successors and Assigns Bound; Captions. The agreements contained in this Agreement shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Shearson Mortgage and you, subject to the provisions of Paragraphs 23 and 32. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Notice. Except for any notice required under applicable law to be given in another manner, and except as provided in Paragraph 3, (a) any notice to you provided for in this Agreement shall be given by mailing the notice by certified mail, return receipt requested, addressed to you at your address shown above or at any other address you may designate by notice to us as provided in this Paragraph, and (b) any notice to Shearson Mortgage shall be given by certified mail, return receipt requested, to our address stated herein or to such other address as we may designate by notice to you as provided in this Paragraph. Any notice provided for in this Agreement shall be deemed to have been given to you or Shearson Mortgage when given in the manner designated in this Paragraph.

22. Governing Law; Severability; Conflicts. This Agreement shall be governed by the law of Nevada. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable. In the event of any conflict between the terms of this Agreement and the terms appearing on other documents executed in connection with your use of the Credit Account, the terms of this Agreement shall govern.

23. Transfer of the Property; Acceleration. If you sell or transfer all or any part of the Property or an interest therein without our prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Agreement, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, we may, at our option and without notice, declare all the sums secured by this Agreement to be immediately due and payable. If you fail to pay us all such sums immediately upon such declaration, we may invoke, without further notice or demand, any of the remedies provided for in Paragraph 24 of this Agreement.

24. Acceleration; Remedies. Except as provided in Paragraphs 3, 4, 23 and 30, if you breach any provision of this Agreement including, without limitation, your agreement to pay any monthly payment when due or the final payment on the Maturity Date, we may, at our option and without notice, declare all of the sums secured by this Agreement to be immediately due and payable without further demand, and we may invoke the power of sale and any other remedies permitted by applicable law. We shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, court costs and reasonable attorneys' fees.

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

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

To the extent such covenants are not inconsistent with the provisions hereof, covenants nos. 6, 7 (counsel fees -- a reasonable percentage) and 8 of Nevada Revised Statutes 107.030 are hereby adopted by reference herein and made a part hereof.

25. Assignment or Rents; Appointment of Receiver; Shearson Mortgage in Possession. As additional security hereunder, you hereby assign to us the rents of the Property, provided that you shall, prior to an acceleration of the sums secured by this Agreement or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon an acceleration of the sums secured by this Agreement or abandonment of the Property, Shearson Mortgage, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by us or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Agreement. Shearson Mortgage and the receiver shall be liable to account only for those rents actually received.

26. Reconveyance. Upon payment of all sums secured by this Agreement, we shall request Trustee to reconvey the Property and shall surrender this Agreement to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation together with Trustee's reconveyance fees.

27. Substitute Trustee. At our option, we may from time to time remove Trustee and appoint a successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

28. Request for Notices. You request that copies of the notice of default and notice of sale be sent to your residence address or your address for notices, if different, as set forth above.

29. Statement of Obligation. We may collect a fee of \$15 or such other maximum amount as may be allowed by law for furnishing any statement of obligation, beneficiary's statement or similar document.

30. Default on Senior Deed of Trust. You agree to comply with all the terms and conditions of any deed of trust ("Senior Deed of Trust") prior and senior to the lien of this Agreement. If you default under any Senior Deed of Trust, your default shall constitute a default under this Agreement and shall entitle us, at our option, to exercise any and all rights and remedies we have in the event of a default under this Agreement. In the event of a default on any Senior Deed of Trust, we may at our option pay on your account any sums required to cure the default, foreclose on the Property either concurrently with the Senior Deed of Trust or, upon cure of default, on this Agreement or bid at the foreclosure sale on the Senior Deed of Trust. Any sums advanced by us to cure your default on the Senior Deed of Trust shall be added to the outstanding balance of your Credit Account and shall be secured by this Agreement.

31. Amendments. We may change the terms of this Agreement at any time and will notify you in writing fifteen (15) days in advance of the effective date of such change. You agree that the then-outstanding balance in your Credit Account and any future loan advances will be subject to any such amendments to this Agreement.

32. Termination of Credit Privileges. Your right to receive loan advances under this Agreement may be terminated by us at any time if you use all or any part of any loan advance, directly or indirectly, for the purpose of purchasing, carrying or trading in securities; if you sell or transfer all or any part of the Property or any interest therein; if you breach any provision of this Agreement (including, without limitation, the "equity" requirement of your Securities Account as provided in Paragraph 3); if the outstanding balance of your Credit Account falls below \$20,000; or if your credit is no longer acceptable to us. We expressly reserve the right to re-evaluate your credit whenever appropriate, and you agree to supply us with whatever information is requested for such credit evaluation. You may terminate your credit privileges at any time upon written notice to us, but such termination does not relieve you of your obligations under this Agreement.

33. Miscellaneous. You, as well as all sureties, guarantors and endorsers of this Agreement severally waive presentment for payment, protest, notice of protest and notice of nonpayment of all payments required under this Agreement, and consent that this Agreement and any payment due or to become due hereunder may be extended or renewed by us without previous demand or notice. You agree that under any such extension or renewal, or pursuant to any assignment of this Agreement to any party not a party hereto, the indebtedness outstanding under this Agreement may be subject to the same interest rates, terms and conditions as those appertaining hereto. This Agreement shall be a joint and several obligation of each of you, and all sureties, guarantors and endorsers hereof, and shall be binding upon you, them and your or their heirs, representatives, successors and assigns. The right to plead any and all statutes of limitations as a defense to any demand on this Agreement, or on any guaranty hereof, or to any agreement to pay the same, or to any demand secured by this Agreement, against any of you or any endorsers, guarantors or sureties hereof is expressly waived by each and all said parties. Any married person who signs this Agreement expressly agrees that his or her separate property will be liable for any and all indebtedness created under this Agreement.

34. Signature. You acknowledge by your signature that you have received a legible, completely filled-in copy of this Agreement which contains disclosures required by the Federal Truth-In-Lending Act.

Dated this 12th day of November, 1982.

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The below signers are authorized to draw against the Credit Account and are hereby obligated to pay the full amount owed under this Agreement.

(Trustor) X Chris Metkovich
CHRIS METKOVICH

(Trustor) X Barbara Metkovich
BARBARA METKOVICH

The below signers grant and convey their Property to Shearson/American Express Mortgage Corporation, for the benefit of Shearson/American Express Mortgage Corporation, as security for all amounts due under this Agreement.

(Trustor) X Chris Metkovich
CHRIS METKOVICH

(Trustor) X Barbara Metkovich
BARBARA METKOVICH

Request for Notice of Default

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded June 22, 1978 in Book 678 Page 1588 Official Records of Douglas County, Nevada, executed by CHRIS AND BARBARA METKOVICH and GORDON AND CAROL LANE as Trustor, in which El Dorada Savings and Loan Association is named as Beneficiary, and George L. Cook and Russell W. McRae as Trustee, be mailed to Shearson/American Express Mortgage Corporation, whose address is 1201 E. Highland, P.O. Box 1201, San Bernardino, CA 92402.

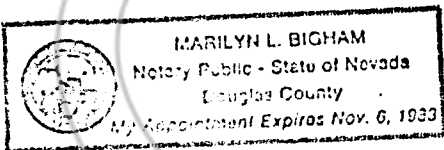
Signed: **SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION**

By: Debbi McMurray
DEBBI MCMURRAY, Regional Loan Technician

STATE OF NEVADA)
COUNTY OF DOUGLAS)

On November 15, 1982, before me, the undersigned, a Notary Public in and for said State personally appeared Chris Metkovich & Barbara Metkovich known to me to be the person whose name s are are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Marilyn L. Bigham
Notary Public in and for said State

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of this Shearson Key Client Credit Account Agreement and Deed of Trust (the "Agreement"). The obligation evidenced and secured by this Agreement, together with all other indebtedness secured by this Agreement, have been paid in full. You are hereby directed to cancel this Agreement, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Agreement to the person or persons legally entitled thereto.

Dated _____

Please Mail Reconveyance To:

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Exhibit "A"
(Property Description)

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Being all of Lot 25B, as shown on the map entitled LAKE VILLAGE UNIT NO. 2-C filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 10, 1972, as Document No. 58124, in Book 97 of Official Records, at Page 442.

Assessment Parcel No. 07-081-36-7

COPY

Exhibit "B"

(Prior Deeds of Trust and other liens)

A Deed of Trust to secure an indebtedness of \$69,000.00, and any other amounts as therein provided, recorded June 22, 1978, in Book 678, of Official Records, at page 1588, Douglas County, Nevada, as Document No. 22225.

Dated: June 19, 1978
Trustor: CHRIS METKOVICH AND BARBARA METKOVICH, Husband and Wife,
GORDON R. LANE AND CAROL L. LANE, Husband and Wife
Trustee: GEORGE L. COOK AND RUSSELL W. MCRAE
Beneficiary: EL DORADO SAVINGS AND LOAN ASSOCIATION, a California Corporation

COOPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 11.00 fee
1982 NOV 19 PM 12:40

SUZANNE-BEAUDREAU
RECORDER

Carol J. Whit 73380
Dep. LIBER 1182 PAGE 981