

RECORDING REQUESTED BY

Silver State #18020-L

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City &  
State

BANK OF STOCKTON  
Real Estate Dept  
P O Box 1110  
Stockton, CA 95201

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSTRUCTION

# Deed of Trust with Assignment of Rents

This Deed of Trust, Made this 17th day of January, 1983,

between RICHARD F. EVANS and ANNE K. EVANS, his wife, as Joint Tenants

as Trustor, and STOCKTON AUXILIARY CORPORATION, a California corporation, as Trustee, and BANK OF STOCKTON, a corporation, duly incorporated under the laws of the State of California, and having its principal place of business in the City of Stockton, County of San Joaquin, State of California, as Beneficiary.

**Witnesseth:** Trustor has borrowed and received of Beneficiary in lawful money of the United States,

the sum of ONE HUNDRED THOUSAND and no/100 ----- Dollars, (\$ 100,000.00 )

and has agreed to repay the same, with interest, to Beneficiary, or order, in like lawful money according to the terms

of a certain promissory note of even date herewith.

For the purpose of securing payment of the indebtedness evidenced by said promissory note, of even date herewith, and any extensions or renewals thereof; payment of such amounts as may be advanced hereunder for the payment of taxes or insurance; payment of such additional amounts as may be hereafter loaned by Beneficiary to the Trustor, or any of them, or any successor in interest of the Trustor, with interest thereon, when such loans are evidenced by a note or notes reciting that it or they are so secured; performance of each agreement of Trustor herein contained, and payment of all sums to be made by Trustor pursuant to the terms hereof, the TRUSTOR IRREVOCABLY GRANTS, TRANSFERS and ASSIGNS to TRUSTEE,

IN TRUST, WITH POWER OF SALE, the following described property and the improvements thereon situate in

the County of DOUGLAS  
State of ~~CALIFORNIA~~, to wit:  
NEVADA

Lot 566, as shown on the Second Amended Subdivision Map of Summit Village, recorded in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419 and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, State of Nevada.

APN: 11-263-05.

including all appurtenances and easements used in connection therewith, all other property now or hereafter in any manner attached or affixed to said land or improvements thereon, all water and water rights used in connection therewith, and also the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits.

TO HAVE AND TO HOLD the same unto Trustee, and to its successors and assigns, upon the trusts and confidences hereinafter expressed, to wit:

#### A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

1. Properly to care for and keep said property and the buildings and improvements situate thereon in good condition and repair; and not to remove or demolish any building or improvement situate thereon; to complete or restore promptly, and in good and workmanlike manner, any building or improvement which may be constructed, damaged or destroyed thereon, and pay, when due, in full all costs incurred therefor, including all claims for labor performed and materials furnished; not to commit or permit waste of the property; to comply with all laws, covenants, conditions or restrictions affecting the property or requiring any alterations or improvements to be made thereon; to provide and maintain fire (and if required by Beneficiary, earthquake, war damage and other) insurance satisfactory to and with loss payable solely to Beneficiary, and to deliver all policies to Beneficiary, which delivery shall constitute assignment to Beneficiary of all return premiums; to appear in and defend, without cost to Beneficiary or Trustee, any action or proceeding purporting to affect the security hereunder, or title to said property, or the rights or powers of Beneficiary or Trustee, and when required by Trustee or Beneficiary, to commence and maintain any action or proceeding necessary to protect such security and such title, rights or powers; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust; to pay at least ten days before delinquency, all taxes, assessments and charges affecting the property, including assessments on appurtenant water stock; to pay when due all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior or superior hereto; to pay all costs, fees and expenses of this trust; if said property be agricultural, to farm said land according to all approved practices of good husbandry, and to keep all buildings, fences, ditches, canals, wells and other farming improvements on said premises in first-class condition, order and repair.

2. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon, and take possession of said property for such purposes, to appear in and defend any action or proceeding purporting to affect the security hereof, or title to said property or the rights or powers of Beneficiary or Trustee to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, to pay necessary expenses, employ counsel and pay their reasonable fees. All sums so incurred or expended by Beneficiary or Trustee shall be without demand immediately due and payable by Trustor, and shall bear interest at the rate of ten per cent per annum, and be secured hereby.

#### B. IT IS MUTUALLY AGREED THAT:

1. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Beneficiary, who may release any money so received by it, or apply the same on any indebtedness secured hereby including, but not limited to reasonable attorney's fees and costs incurred by Trustor in regards to any condemnation action or proceeding. Trustor agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds, as Beneficiary or Trustee may require. The Trustee or Beneficiary may enter upon the property at any time during the existence of this trust for the purpose of inspection, or for the accomplishment of any of the purposes hereof.

2. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.

3. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows: Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any property securing the indebtedness. Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the lien or charge thereof, (d) reconvey, without any warranty, all or any part of the property.

4. Upon payment in full of all sums secured hereby, and performance of all obligations of the Trustor hereunder, Trustee shall reconvey, without warranty, the estate vested in it hereby. In any reconveyance made pursuant to this deed of trust the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Upon default by Trustor in the payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, or upon conveyance by Trustor of said property, or any interest therein or portion thereof, or upon the divestment in any manner of his title thereto, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. Trustor shall notify Beneficiary promptly of any transaction or event which may give rise to a right of acceleration hereunder. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the property herein described, to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the office of the Recorder of each county wherein said property, or some part thereof, is situated. Beneficiary may rescind any such notice before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.

5. When not less than the time then required by law shall have elapsed after recordation of the notice of default, Trustee, having first given notice of sale as then required by law, and without demand on Trustor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Trustee may postpone sale of all or any portion of the property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the previous postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. If any sale hereunder be enjoined by order of any court, as a result of any proceeding initiated by Trustor, or by any other person, Trustee shall postpone such sale, from time to time, until such time as said sale can be legally conducted. Trustee shall deliver to purchaser its deed conveying

the property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including reasonable attorney fees and cost of evidence of title in connection with the sale, the Trustee shall apply the proceeds of the sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to a reasonable sum to be fixed by the court as attorney fees expended in the prosecution of said action, and also such further sums, if any, as Beneficiary or Trustee shall have paid for procuring an abstract of, or for search of, the title to said premises subsequent to the execution of this Deed of Trust.

6. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they accrue and become payable. Upon any such default Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the property; also lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the premises, and apply the proceeds thereof upon the indebtedness secured hereby. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

7. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency after the sale of the property hereunder.

8. Beneficiary may, from time to time, substitute another Trustee in the place of the Trustee herein named, to execute this trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the title, powers and duties conferred upon the Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Beneficiary, containing reference to this deed of trust sufficient to identify it, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

9. This deed of trust shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative. "Trustor" is to be interpreted as "Trustors" wherever context requires.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address set opposite his signature hereto.

**In Witness Whereof**, Trustor has executed this Deed of Trust the day and year first above written.

MAILING ADDRESS FOR NOTICES

P. O. Box 1688  
Zephyr Cove, Nevada 89448

SIGNATURE OF TRUSTOR

Richard F. Evans  
Anne K. Evans

STATE OF CALIFORNIA  
County of San Joaquin

ss.

On January 18, 1983, before me, the undersigned,

a Notary Public in and for said State, personally appeared Richard F. Evans and Anne K. Evans

known to me

to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Sandra Dayton  
Name (Typed or Printed)  
Notary Public, State of California

(SEAL)

REQUESTED BY  
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF  
SUGLAS COUNTY, NEVADA

1983 JAN 20 AM 10:35

SUZANNE BLAUDREAU  
RECORDER

075288

LIBER 183 PAGE 941

