WHEN RECORDED MAIL TO

IMPERIAL BANK 695 Town Center Drive Costa Mesa, CA 92626 Commercial Loan Dept.

Pa Bex 2470

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

WITH ASSIGNMENT OF RENTS AND ACCELERATION IN EVENT OF SALE

THIS DE	ED OF TRUST, Made this31st	day of	January , 1983
between	William A. Gustafson and Lin	da L. Gustafson, hus	sband_and_wife
arm r	as joint tenants	Self-residence of the first self-residence and all and an extraordinates of the first first of the first of t	, herein called TRUSTOR,
Imp WITNES	Street and Number  BANCORP, a California corpo  Derial Bank, a California corp  SSETH: That Trustor irrevocably GR  ER OF SALE, all the property in	ANTS, TRANSFERS and A	TRUSTEE, and herein called BENEFICIARY.

Lot 72 as shown on the Official Map of Cave Rock Estates Unit No. 2 filed in the Office of the County Recorder on July 29, 1968, Document No. 41604, Official Records of Douglas County, State of Nevada.
Assessors Parcel No. 03-

including all buildings, structures, and improvements now or hereafter thereon, and all appurtenances, easements, water and water rights, pumps and pumping plants, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and all shares of stock evidencing the same; all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings and/or on said real property for the generation and/or distribution of air, water, heat, electricity, light, fuel and/or refrigeration and/or for ventilating purposes and/or for sanitary or drainage purposes and/or for the exclusion of vermin and/or inverts and/or for the removal of dust, refuse and/or garbage, and including all elevators, awnings, window shades, drapery rods and brackets, screens, lineleum, and incinerators; all of the items and things so specified being hereby declared to be, and in all circumstances shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the realty described herein; the specific enumerations herein not excluding the general; AND ALSO the tolls, earnings, incomes, rents, issues and profits of any and/or all of the aforesaid property (subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits); ALSO all the estate, interest, or other claim or demand including insurance, as well in law as in equity, which said Trustor now has or may hereafter acquire, in and to the aforesaid property;

FOR THE PURPOSE OF SECURING:

FIRST, Payment of the sum of \$ .225,000

with interest thereon according to the terms of a promissory

\*Brock and Gustafson Construction and Development Company, Inc.

payable to Beneficiary or order and made by XXXXX note or notes, dated January 31, 1983

and any and all modifications, renewals and/or extensions thereof:

SECOND. Payment of each additional sums not to acceed \$ \_\_\_\_\_\_ with interest thereon, as may at the sole option of the Reneficiary, he hereafter loaned by the Heneficiary to the Trustor, when exidenced by another promissory note or notes, certified by the Heneficiary to the Trustor, when exidenced by another promissory note or notes, certified by the France of being secured hereby; and any and all madifications, tenewals and for extensions thereof; provided, however, that the right provided with additional loans become chall apply colorly to the ground partons hereto and not to their builts, decrease and content of the provided payment of the provided partons because of the provided payment of the payment of th

SECOND.

XXXXX Payment and/or performance of every obligation, covenant, promise and/or agreement herein contained.

- A. For the purpose of protecting and preserving the security of this Deed of Trust, Trustor promises and agrees:
- A. For the purpose of protecting and preserving the security of this Deed of Trust, Trustor promises and agrees:

  1 (a) To keep all buildings, structures, and other improvements now or hereafter situate upon said property at all times entirely free of dty rot, fungus, termites, beetles, and all other wood horing, wood eating and/or harmful or destructive insects, and in all respects to properly care for and keep all of said property including all such buildings, structures and other improvements in good condition and repair; (b) not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances, or regulations) any building, structure, or improvement thereon; (c) to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on said property and promptly restore in like manner any building or other improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees: To complete same in accordance with plans and specifications satisfactors to Beneficiary, within fifteen calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail sent to his last known address or by personal service of the same, and also agrees that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days; (d) to comply with all laws, ordinances, regulation, conditions and restrictions now or hereafter affecting said property or any part thereof or requiring any alterations or improvements to be done in or upon said property in violation of any law or ordinance; (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner,
- 2. To provide and maintain insurance covering all buildings, atructures, and improvements now situate or which may be hereafter erected or placed upon said property, against loss by fire, earthquake, and such other hazards as Beneficiary may reasonably require, satisfactory to and with loss payable to the Beneficiary; to deliver the policies of said insurance to the Beneficiary, it being agreed that in the

075971 LIBER 283 PAGE 837

- 3. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Deed of Trusts, and/or any additional or other security for any action or proceeding affecting or purporting to affect the security of this Deed of Trusts and/or any additional or other security for any of the obligations secured hereby, the interest, rights, powers, and/or duties of Trusts and/or fleneheiary hereunder, it being agreed, however, that Beneficiary and Trustee, or either of them, at their or its option, may appear in and defend any such action or proceeding and or may commence any action or proceeding deemed necessary by it or them to perfect, maintain, or protect such interest, rights, powers, and/or duties, all in such manner and to such extent as seen fit, and lieneheiary is authorized to pay, purchase, or compromise on behalf of Trustor any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary and/or Trustee may appear;

  4. To deliver forthwith to the Reneficiary any and all certificates or other condense of title which the Trustee may appear.
- 4. To deliver forthwith to the Beneficiary any and all certificates or other evidence of title which the Trustor may secure through any proceeding for the registration of the title to said property, or otherwise, to be held by it during the life of this Deed of Trust;
- 5 (a) To pay, and submit to the Beneficiary, at least ten days i close default or delinquency, a receipt evidencing payment of all tases and assessments affecting said property, including assessments on said scater stock, and any accrued interest, cost and/or penalty thereon; (b) to pay when due all encumbrances (including any debt secured by deed of trust), ground reints, liens, and/or charges, with interest, on said property or any part thereof which appear to be prior or superior hereto, and to pay immediately and in full all such encumbrances, rents, liens and/or charges, if any, which may now be due or payable; (c) to pay when due all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided;
- To pay all assessments against said property at least ten days before any bond or bonds could or would be issued in connection therewith:
- in therewith:

  The requested in writing by Beneficiary, to make payments to Beneficiary on account of taxes and assessments (including bonds) assessed, levied, or a line or charge upon, or hereafter assessed, levied, or becoming a lien or charge upon the real property herein described or any portion thereof, in addition to the payments stipulated in said note and/or elsewhere herein, on the same date on which the next payment of interest or principal (which ever shall be earlied) said note, and note, and noted thereafter during the continuance of these trusts, in an amount equal to the said taxes and assessments next due tax estimated by Beneficiary) less any installments already paid on account thereof, divided by the number of months that are to elapse before one month prior to the date when such taxes and or assessments would become definiquent if not paid. Any such amounts if received by Beneficiary shall be held and/or used for the purpose of paying principal of or interest on the said note or any other obligations secured hereby in such order as the Beneficiary et insufficient to pay avid items of taxes, assessments and bonds, or any of them, in full when due, the Trustor promises and agrees to pay to Beneficiary at least ten days before the date such unpaid items if not paid would become delinquent, a sum which when added to the amount in the hands of the Beneficiary and available therefor is sufficient to pay the whole of said items. Beneficiary shall not be obliged to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations were also before delinquency thereof. Beneficiary which has been applied by Beneficiary on the principal of or interest on the indicateness secured by the principal sums sufficient to fully pay said items of taxes, assessments, and bonds at least ten days before delinquency thereof. Beneficiary was at Bene If requested in writing by Beneficiary, to make payments to Beneficiary on account of taxes and assessments (including bonds) as
- 9 To pay immediately without demand, all sums expended or expense incurred by Trustee and/or Beneficiary, including attornes's fees, under any of the terms of this Deed of Trust, with interest from date of expenditure at the rate of ten per cent per annum
- B. Should Trustor fail or refuse to make any payment or do any act which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Trustee and/or Beneficiary, each in its sole discretion, it being hereby made the sole judge of the legality thereof, may, without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof:
- 1. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, either Trustee or Beneficiary being authorized to enter upon and take possession of said property for such purposes;
- 2. Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder;
- Beneficiary is authorized, either by itself or by its agent to be appointed by it for that purpose, to enter into and upon and take and hold possession of any or all property covered hereby and exclude the Trustor and all other persons therefrom; and man operate, and manage the said property and rent and lease the same and collect any and all rents, issues, income and profits therefrom and from any personal property located thereon, the same being hereby assigned and transferred for the benefit and protection of Beneficiary, and from time to time apply same and/or accumulate same for application, in such order and manner as Beneficiary in its sole discretion shall consider advisable, to or upon the following: costs of collecting same, including Beneficiary's reasonable fees in so doing; the necessary and proper costs of upkeep, maintenance, repair, and/or operation of said property; the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust; the interest then due or next to become due upon said indebtedness. The collection and/or receipt of rents, issues, income and/or profits from said property by Beneficiary after declaration of default and election to cause said property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or relection to cause said property to be sold or any sale proceedings predicated thereon, but such profits. Any such rents, issues, income and/or profits in the possession of said Beneficiary at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale.

  Provided, that neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts above mentioned, but, upon election of either or both so to do, employment of an attorney is authorized and payment of such attorney's less and of all other necessary expenditures is hereby secure

- Test and of all other necessary expenditures is hereby secured.

  C.—If the Trustor shall sell, convey or allenate said property or any part thereof, or any interest therein, or shall be divested of his title, or any interest therein, in any manner or may, whether soluntary or involuntary, any indebtedness or shligation occurred hereby, its effective of the meturity deter expressed in any note evidencing the same, at the option of the holder hereof, and without demand for notice, shall immediately become due and payable. If there is procured from Beneficiary an agreement or watter resulting in the honexercise by beneficiary of such option in any certain instance or on any particular occasion, then in that event any privilege or option how in affect to pay said indebtedness or any part thereof prior to the date the same would be delinquent if not paid, is thereupon and thereby waived and terminated.
  - D. It is mutually agreed that:
- 1. All moneys and awards payable as damages and or compensation for the taking of, or damage to, or on account of change of grade affecting, any portion of the property subject to this Deed of Trust by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Beneficiary, be paid to the Beneficiary, and such moneys and awards are hereby assigned to Beneficiary, and judgment therefor shall be entered in favor of Beneficiary, and when paid shall be used at its option toward the payment of any indebtedness, taxes, assessments, repairs or other items for the payment of which this Deed of Trust is given as security, whether the same be then due or not and in such order or manner as Beneficiary may determine, and any amount not so used shall be released by the Beneficiary to the Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice:
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay;
- 3. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note or notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the semainder of said property Trustee may: Reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof;
- 4. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security, for the full amount of



all unpaid obligations. Reneficiary may from time to time, and without notice: Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, telease or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or portion or all of the real property described herein, take or release any other or additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto. If the Beneficiary at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently therewith or after a sale is made hereunder.

5. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the note or notes secured hereby for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the trushfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto";

6. The Beneficiary is authorized by itself, its agents or workmen, to enter at any time upon any part of said property and the improvements thereon situated for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust;

7. Should breach or default be made by Trustor in payment of any indebtedness secured hereby or in performance of any obligation, covenant, promise or agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable, and in such case, shall execute and deliver to Trustee a written declaration of default and demand for sale and written notice of default and election to cause to be sold said property, and shall surrender to Trustee this Deed of Trust, the note or notes secured hereby and all documents evidencing any expenditures hereunder. Thereafter such notice of default and election to cause said property to be sold to satisfy the obligations hereof shall be duly filled for record;

Property to be sold to satisfy the obligations hereof shall be duly filed for record;

Reneficiary, from time to time before Trustee's Sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause to be sold said property to satisfy the obligations bereof, nor otherwise affect any provision, covenant or condition of said note or notes and/or this Deed of Trust or any of the rights, obligations or remedies of the parties thereunder:

thereunder:

At least three months having elapsed after recordation of notice of default, without demand on Trustor, said Trustee, having first given notice of sale as then required by law, shall sell said property at the time and place of sale fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. The whole of the trust estate shall be sold in a single lot or parcel and as an entirety unless the Beneficiary shall, in writing, direct the Trustee to sell said trust estate in separate parcels and shall direct the Trustee as to the parcels into which the trust estate shall be divided for purposes of sale and the order in which said parcels shall be offered for sale. Trustee may postpone sale of all or any portion of said announcement at the time fixed by the preceding postponement. Without further notice Trustee may make such sale by public announcement at the time fixed by the preceding postponement. Without further notice Trustee may make such sale at the time to which same shall be so postponed. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied, and the recitals in such deed or deeds of any matters or facts affecting the regularity or validity of said sale shall be conclusive proof of the truthfulness thereof; also such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale;

8. Trustee shall apply the proceeds of any such sale to payment of:

8. Trustee shall apply the proceeds of any such sale to payment of:

(a) All costs, fees, charges and expenses of Trustee and of these trusts, fees of any attorneys employed by Trustee and/or Beneficiary pursuant to the provisions hereof, Trustee's fees in connection with sale, and all expenses of sale, including cost of procuring guarantee or evidence of title in connection with the sale proceedings and revenue stamps on Trustee's Deed;

(b) All other sums then secured hereby, including indebtedness described herein, all sums advanced or expended under the terms hereof and not then repaid, the amount unpaid on any additional sums borrowed in accordance with the provisions hereof, the interest on each of the foregoing items, all in such manner and order of priority or preference as the Beneficiary may in its sole and absolute discretion determines. absolute discretion determine;

(c) The remainder, if any, to the person or persons legally entitled thereto, upon proof satisfactory to the Trustee of such right;

(c) The remainder, it any, to the person or persons legally entitled thereto, upon proof satisfactory to the Trustee of such right;

9. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and/or performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their uncontrolled discretion determine.

10. This Deed of Trust applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators.

10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including Pledgees of the note or notes secured hereby;

11. Each married woman who joins in executing this Deed of Trust and any note or notes secured thereby, hereby agrees and expressly assents, pursuant to Section 171h of the Civil Code of the State of California, to the liability of her separate property for all her debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein:

12. If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust;

13. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided

by law; 14. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other Deed of Trust;

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16 For any statement regarding the obligations secured hereby, a charge, which Trustor agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested. The right to plead any and all statutes of limitations as a defense to any demand secured by this Deed of Trust is hereby waived.

The trust created hereby is irrevocable by the Trustor.

G. The term "and/or" as used herein means one or the other or both, or any one or all, of the things or persons in connection with which the words are used.

H. 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 hereinbefore set forth.



STATE OF CALIFORNIA	} "
COUNTY OF	<b>'</b> "
On this day of	
before me,	, a Notary Public in and for said County,
personally appeared	known to me to be the
President, and.,	
the Corporation that executed t	he within and foregoing instrument, and known recuted the within instrument on behalf of the

Corporation there is named and asknowledged to me that such Corporation executed the same, and asknowledged to me that such Corporation executed the within instrument pursions to its By-laws or a resolution of its Board of Directors

WITNESS my hand and official real

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1) STON TURE OF TRUSTOR
Gustafsan
dende of the labor
Linda f. Gustafson

STATE OF CALIFORNIA	
COUNTY OF CALIFORNIA  On this 1st day of Jeld'Lucary	1, 83
before me, a Notory Public in	and for said County
before me. a Notory Public in personally appeared Will flam 4. Lus afrom	tapon and
known to me to be the person(s) whose name(s) the within instrument and acknowledged that	Me subscribed to
the within instrument and acknowledged that \\\	executed the same.
WITNESS my hand and-afficial seal. A	•

(The form of Request for Full Reconveyance appearing below is NOT to be recorded. It is to be used only if and when the indebtedness has been paid.)

## REQUEST FOR FULL RECONVEYANCE

To IMPERIAL BANCORP, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have 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 all 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, the estate now held by you under the same.

Dated	19					
		******* *******			***************************************	
Do not lose or	r destroy this Deed of Trust OR THE for cancellation befo	NOTE which is re reconveyanc	it secures. Both ce will be mad	nust be delive le.	ered to the Trustee	
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