## Nevada National Bank

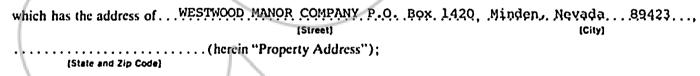
Real Estate Division P.O. Box 11500 Reno, Nevada 89550

## DEED OF TRUST

233170 Escrow #37134-MCA Unit #14

THIS DEED OF TRUST is made this 19	.21th MANOR COMPANY, a Lit	.day of November nited Partnership	r ',
NEBACO, INC., NEVADA NATIONAL BANK	(herein "Borrower"	"), . (herein "Trustee"), an	d the Beneficiary.
existing under the laws of NEVADA	Nevada 89501	, whose address is (herein "Len	ider").
Borrower, in consideration of the indebted and conveys to Trustee, in trust, with power of DOUGLAS	f sale, the following descr		

Unit 14, as shown on the Official Map of WESTWOOD MANOR PHASE I, filed for record in the office of the County Recorder of Douglas County, Nevada on September 29, 1981, as Instrument No. 60744.



TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender 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, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated. November. . . . 21, 1983....(herein "Note"), in the principal sum of .... FORTH. THREE THOUSAND AND NO/100THS\*\*\*\* December 1, 1988 ...... the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower 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 Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as ad by this Deed of Trust.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by I ender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. I thender payagraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under the Note and paragraph 2 hereof, then to interest apayable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not

provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

Unless I ender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate 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 7 shall require Lender to incur any expense or take

any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

092486 BOOK 1283 PART 1516 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in condection 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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust 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 Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

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

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions bereaf

The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender's address stated herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (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 years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. It Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

ON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or

permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to he sold, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons precibed 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 Borrower, 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. Lender or Lender's 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, expressed or implied. The recitals in the Trustee's deed shall be prima facic 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 attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued at a

092486 800k 1283 PAGE 1517

the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, 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 Lender or the receiver shall be applied first to payment of the Posts of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust.

the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally
entitled thereto. Such person or persons shall pay all costs of recordation, if any.  23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all
24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  25. Assumption Fee. If there is an assumption pursuant to paragraph 17 hereof, Lender may charge an assumption fee of US \$ 18 Of the unpaid principal balance
IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.
WESTWOOD MANOR COMPANY,
a Limited Partnership
→ Borrower
Louis R. Doescher —Borrower
STATE OF NEVADA Douglas
On this 8th
the undersigned a notary public in and for the County and State aforesaid, 19015 .R. Does cher, Known .co. be
a partner of the within named partnershipknown to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me thathe executed the same
and who executed the within and foregoing instrument, and who acknowledged to me that the executed the freely and voluntarily and for the uses and purposes therein mentioned.
to Microsco Williams I have become set my hand and affixed my official scal at my office in said county of
Douglas
My commission expires: 8-14-86
C. ACEVES Notary Public
Notary Public · Novada Douglas State of Nevada
Mr. Appointment Capites Aug. 14, 1986
REQUEST FOR RECONVEYANCE
To Trustee:
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together
Tenet have been naid in this. I ou all include the content of the
the band of Truct which are delivered neredy, and to reconvey, without warranty, and the
estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.
Date:
(Space Below This Line Reserved For Lender and Recorder) .

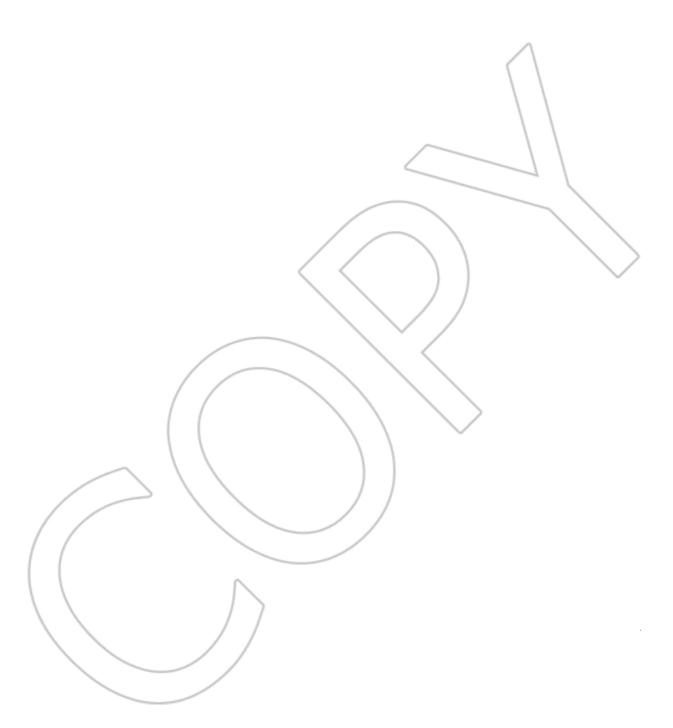
## ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

	$r, \ldots, 19.83 \ldots$ , and is incorporated into and shall
be deemed to amend and supplement the Mortgage, Deed	of Trust, or Deed to Secure Debt (the "Security Instru-
ment") of the same date given by the undersigned (the "Borr	ower'') to secure Borrower's Note to
NEVADA NATIONAL BANK	
(the "Lender") of the same date (the "Note") and coverin	g the property described in the Security Instrument and
located at Unit #14 WESTWOOD MANOR PHASEI, M	inden, Nevada 89423
	erly Address
riop	erly Maaress
Modifications In addition to the coverants and accept	amente made in the Constitution.
trodifications, in addition to the covenants and agree	ements made in the Security Instrument, Borrower and
Lender further covenant and agree as follows:	
A. INTEREST RATE AND MONTHLY PAYMENT CHA	
The Note has an "Initial Interest Rate" of 12.42%. Th	ne Note interest rate may be increased or decreased on the
!stday of the month beginning on Pesember. 1,.	, 19.84 and on that day of the month every
!? months thereafter.	
Changes in the interest rate are governed by changes in a	n interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]	
(1) "Contract Interest Rate, Purchase of Previo	ously Occupied Homes, National Average for all Major
Types of Lenders" published by the Federal Home Loan B	ank Roard
(2) E. Six - Month Discount T-Bill Rat	
of One Percent,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Charle one how to indicate whather there is now manimum timit on at any	
[Check one box to indicate whether there is any maximum limit on changes	in the interest rate on each Change Date; if no box is checked there will
be no maximum limit on changes.]	
(1) There is no maximum limit on changes in the	
(2) The interest rate cannot be changed by more	than percentage points at any Change Date.
If the interest rate changes, the amount of Borrower's m	onthly payments will change as provided in the Note. In-
creases in the interest rate will result in higher payments. De	ecreases in the interest rate will result in lower payments.
B. LOAN CHARGES	
It could be that the loan secured by the Security Instrum	and is subject to a large which was a first to the contract of
	tent is subject to a law which sets maximum loan charges
and that law is interpreted so that the interest or other loan of	there is subject to a law which sets maximum loan charges that ges collected or to be collected in connection with the
and that law is interpreted so that the interest or other loan cloan would exceed permitted limits. If this is the case, then:	harges collected or to be collected in connection with the
loan would exceed permitted limits. If this is the case, then:	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B)	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceed-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Borrower.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bot C. PRIOR LIENS	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rrower.
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rrower.
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal crower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rrower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rrower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rrower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY If there is a transfer of the Property subject to paragrap	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal crower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one in-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one in-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one in-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one in-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in pa secure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one in-
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  On 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  On 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY,
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY, a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Oh 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY,  a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Och 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY, a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Oh 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY,  a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Social To of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's westwood Manor Company, a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  On 17 of the Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY,  a Limited Partnership
loan would exceed permitted limits. If this is the case, then: necessary to reduce the charge to the permitted limit; and (B) ed permitted limits will be refunded to Borrower. Lender m owed under the Note or by making a direct payment to Bor C. PRIOR LIENS  If Lender determines that all or any part of the sums s which has priority over this Security Instrument, Lender ma shall promptly act with regard to that lien as provided in passecure an agreement in a form satisfactory to Lender subor D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragrap an increase in the current Note interest rate, or (2) an increase terest rate change (if there is a limit), or (3) a change in the Ba waiving the option to accelerate provided in paragraph 17.	charges collected or to be collected in connection with the (A) any such loan charge shall be reduced by the amount any sums already collected from Borrower which exceeday choose to make this refund by reducing the principal rower.  Secured by this Security Instrument are subject to a lien y send Borrower a notice identifying that lien. Borrower aragraph 4 of the Security Instrument or shall promptly dinating that lien to this Security Instrument.  Security Instrument, Lender may require (1) in (or removal of) the limit on the amount of any one insee Index figure, or all of these, as a condition of Lender's WESTWOOD MANOR COMPANY,  a Limited Partnership

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

ADJUSTABLE RATE LOAN RIDER—8:81—FILMC UNIFORM INSTRUMENT



IN OFFICIAL RECORDS OF TOUGLAS COLNEYAND.

1983 DEC -9 AN IO: 00

SUZANNE BEAUDREAU
RECORDER

Casal Glellasz 092486

Dep BOOK 1283 PARIE 1520