

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

# DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of January, 1984, by and between Dennis L. Robbins and Kathleen M. Robbins, Husband and Wife as Joint Tenants hereinafter called Grantor, and Lawyers Title Insurance Corporation hereinafter called Trustee, and Sierra Savings and Loan Association, a Corporation organized and existing under the laws of Nevada, hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular.

**WITNESSETH:**

WHEREAS, the said Grantor is justly indebted to the said Beneficiary in the sum of Sixty One Thousand and No/100-----Dollars (\$ 61,000.00\* ).

legal tender of the United States of America, evidenced by a certain promissory note dated January 20, 1984, providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2004.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the Grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey and confirm, unto the said Trustee, its successors and assigns, all that certain lot or parcel of land situated in County of Douglas, State of Nevada, described as follows:

Lot 644, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 29, 1973, as File No. 66512.

A.P.N. 29-261-02

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Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in connection with the real estate herein described.

TO HAVE AND TO HOLD the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

First. - To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the



time the Grantor shall tender to the Beneficiary, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor any balance remaining in the funds accumulated under the provisions of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the Beneficiary acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any overdrafts which may be due to the Beneficiary.

4. That the Grantor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof the Beneficiary may pay the same and that the Grantor will promptly deliver the official receipts therefor to the Beneficiary.

5. That the Grantor will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss he will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That the Grantor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

7. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the next maturing installment of such indebtedness.

8. That the Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the stated time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That the Grantor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes the Trustee, without waiving or affecting its right to foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the amount of the Grantor.

10. That the exercise of any option granted herein, or in the note secured hereby, to the Beneficiary is not required to be given, the Grantor hereby waiving any such notice.

11. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to exercise this Trust. Upon such appointment, and without conveyance to the successor Trustee, the later shall be vested with all the powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of filing, 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 proper appointment of the successor Trustee.

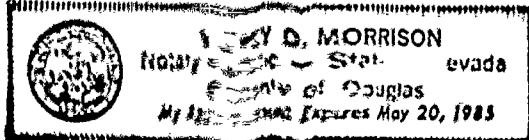
12. The benefits of the covenants herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first hereinbefore written.

Address of Grantor  
 715 Bowles Lane, Gardnerville, NV 89410  
 STATE OF NEVADA )  
 ) ss:  
 COUNTY OF Douglas )  
 Dennis L. Robbins  
 Kathleen M. Robbins

On this 24th day of January, 1984, personally appeared before me, the undersigned a notary public in and for the county and State aforesaid, Dennis L. Robbins and Kathleen M. Robbins known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Douglas, the day and year in this Certificate first above written.



*[Signature]*  
 Notary Public,

County of Douglas State of Nevada

My Commission expires

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 BOOK 184 PAGE 7506 HUD-92146M (4-79)  
 GPO 589-208

COPY

REQUESTED BY  
**LAWYERS TITLE INS. CORP.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*178.00 ytd.*

1984 JAN 31 PM 3: 36

SUZANNE BEAUDREAU  
RECORDER

*Carol H. West*

095574

*Dep.* BOOK 184 PAGE 7507