

73612

DEED OF TRUST

When recorded mail to:

City National Bank
400 N. Roxbury Drive

Beverly Hills, California 90210

Fifth

day of March

THIS DEED OF TRUST is made this 19⁸⁴, among the Grantor, Earl Miser and Cathy Sue Miser

(herein "Borrower"),

Douglas County Title Company, Inc. (herein "Trustee"), and the Beneficiary,

Western Federal Credit Union, a corporation organized and

existing under the laws of California, whose address is 6060 Avion Drive,

Los Angeles, California 90009 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Douglas, State of Nevada:

Lot 37A as shown on the map of LAKE VILLAGE NO. 2-D., filed in the office of the County Recorder on June 5, 1972, as Document No. 59803, Official Records of Douglas County, State of Nevada.

ACCELERATION CLAUSE: In the event of sale, transfer, conveyance or alienation of the property described in the Deed of Trust securing this note, or any part thereof, or any interest therein in any manner of way whether voluntary or involuntary, then irrespective of the maturity date expressed herein, and without demand or notice and at the option of the holder of said note, said note shall become due and payable.

which has the address of 83"A" Lake Village Drive Zephyr Cove
[Street] [City]

Nevada (herein "Property Address");
[State and Zip Code]

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 March 5, 1984 (herein "Note"), in the principal sum of Ninety Thousand and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 12, 1999; 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 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 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 Lender 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. If under paragraph 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 by Borrower under paragraph 2 hereof, then to interest payable 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 paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner 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 by Borrower.

Unless Lender 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.

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, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by 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 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.

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.

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5.1
Closed-End
Variable Interest Rate

This Variable Interest Rate Rider is made this 5th day of March, 1984 and is incorporated into and shall be deemed to amend and supplement the Deed of Trust to secure debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Variable Interest Rate to WESTERN FEDERAL CREDIT UNION (the "Lender") of the same date ("Note") and covering the property described in the Security Instrument and located at:

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISION FOR A VARIABLE INTEREST RATE.

1. BORROWER'S PROMISE TO PAY

To repay my loan I promise to pay Ninety thousand and
No/100 (\$ 90,000.00) Dollars (this amount will be called "principal"), plus interest, to the order of the credit union. I understand that the credit union may transfer this Note. The credit union or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

Interest will be charged beginning on the date of endorsing of this Note, I will pay interest at the yearly rate of 14%. This rate will be called the "Initial Rate of Interest". The rate of interest that I will pay will change in accordance with Section 7 of this Note.

3. PAYMENTS

I will pay the principal and interest by making () weekly, () bi-weekly, () semi-monthly, (X) monthly payments. My first payment will include interest from the date of this Note, until the first payment is due, and be in the amount of 1,200.00. My first payment shall be due April 30, 1984.

Thereafter, and until the effective date of a new interest rate as calculated in Section 7 of this Note, my payment for principal and interest will be \$ N/A.

4. EARLY PAYMENTS

I have the right to make early payment(s) on any portion (or all) of the unpaid principal amount of this loan and the credit union will not charge me a penalty for this early payment(s).

5.1
CLOSED-END
NOTE
VARIABLE INTEREST RATE

Date of Note	Borrower	Loan No.	Account No.
3-5-84	Earl Miser and Cathy Sue Miser		

NOTICE TO BORROWER: THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. SECTIONS 7 & 8 OF THIS NOTE DEAL WITH INTEREST RATE CHANGES AND THE EFFECTS OF SUCH CHANGES. PLEASE READ THIS NOTE CAREFULLY.

(In this Note, the words "I", "me", "mine" and "my" refer to all of those who signed the Note. The term "credit union" means Western Federal Credit Union.)

1. BORROWER'S PROMISE TO PAY

To repay my loan I promise to pay Ninety Thousand and
No/100 (\$ 90,000.00) Dollars (this amount will be called "principal"), plus interest, to the order of the credit union. I understand that the credit union may transfer this Note. The credit union or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

Interest will be charged beginning on the date of endorsing of this Note, I will pay interest at the yearly rate of 14%. This rate will be called the "Initial Rate of Interest". The rate of interest that I will pay will change in accordance with Section 7 of this Note.

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Thereafter, and until the effective date of a new interest rate as calculated in Section 7 of this Note, my payment for principal and interest will be \$ N/A.

4. EARLY PAYMENTS

I have the right to make early payment(s) on any portion (or all) of the unpaid principal amount of this loan and the credit union will not charge me a penalty for this early payment(s).

5. IRREGULAR PAYMENTS

The credit union can accept late payments or partial payments even though marked "payment in full" or similar language without losing any of its rights under this Note.

6. SECURITY INTEREST

To protect the credit union, I give a security interest in the following property:

Lot 37A as shown on the map of LAKE VILLAGE NO. 2-D

The Security Agreement I have given the credit union, if any, fully describes the security interest.

If my shares and/or deposits and/or certificates are pledged as security, I understand that the amount pledged may not be withdrawn from my account(s). The credit union is authorized to use the money pledged to pay what I owe if I am in default.

7. INTEREST RATE CHANGES

A. The Index

Any changes in the interest rate will correspond to changes in City National Bank Prime Rate, which is called the "Index" throughout this Note. The Index is available 400 N. Roxbury Drive, Beverly Hills. The "Original Index Rate" is 10 1/2 %, which is the most recent Index figure available on the date of this Note.

B. Calculation of New Interest Rate

On March 12, 1984 and on every Thirty Six Months thereafter, the Note Holder will calculate the change, if any, between the most recent Index rate then available (called the "Current Index Rate"), and the Original Index Rate. If the Current Index Rate is larger than the Original Index Rate, the credit union may, at its option, add the total amount or any portion of the sum of the difference between the Current and Original Index Rates, and any Accumulated Adjustment, to the Initial Interest Rate. If the Current Index Rate is smaller than the Original Index Rate, the credit union will, subject to applicable limitations in subsection 7B(i), subtract the sum of the difference between the Current and Original

Index Rates, and any Accumulated Adjustment from the Initial Interest Rate. The new interest rate will then be rounded to the nearest 1/8 of 1%.

(1) Limitations on Decreases in Interest Rate

The Note Holder must decrease the interest rate on this Note, if the sum of the difference between the Current and Original Index Rates, and any Accumulated Adjustment is 1/8 of 1% percentage point(s) or more. The interest rate will never be less than a yearly rate of 10 %.

(ii) Limitations on increases in Interest Rate

- () The interest will never increase above _____ %
- () The maximum interest rate increase at any one will be _____ percentage points
- () The interest rate will not increase more than _____ percentage points annually
- (X) There is no limit to the increase in the interest rate

The interest rate will never be higher than the maximum interest rate permitted by applicable law.

(iii) Accumulated Adjustment

I understand that the credit union:

- () Accumulates unused index rate increases and decreases
- (X) Does not accumulate unused index rate increases and decreases

If the credit union accumulates unused index rate increases and decrease, the total of accumulated increases and decreases not used will be called the "Accumulated Adjustment." The Accumulated Adjustment and the difference between the Original Index Rate and the Current Index Rate is used to determine interest rate changes, as described above. For purposes of determining the Accumulated Adjustment, unused index rate increases and decreases are:

- (1) increases and decreases not used due to applicable limitations contained in subsections 7B(i) and 7B(ii); and
- (2) other increases and decreases not used because the credit union, for whatever reasons, did not use them.

C. Effective Date of Changes

Any new rate of interest will become effective on the first day of the month after the month in which my new interest rate is calculated. If my payment changes as the result of a change in the interest rate, my payment will change as of my next payment date following the effective date of any new interest rate.

D. Notice

The credit union will mail or deliver to me notice of changed payment amounts at least 10 calendar days prior to the first date on which my changed payment is due.

8. EFFECT OF INTEREST RATE CHANGES

If the interest rate that I pay changes, pursuant to Section 7 of this Note:

- () The amount of my payments will change. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments; or
- (X) The number of payments will change. Increases in the interest rate will result in more payments of the same amount. Decreases in the interest rate will result in fewer payments of the same amount. The last payment may vary in amount by not more than the amount of one regular payment ; or
- () The amount due at maturity will change. Increases in the interest rate will result in a larger amount due at maturity. Decreases in the interest rate will result in a smaller amount due at maturity.

9. RIGHTS OF OFFSET

If this loan becomes past due, the credit union will have the right to pay this loan from any present and future shares and/or deposits and/or certificates I have at the credit union without telling me ahead of time.

10. DEFAULT

I will be in default:

- a. If I do not make a payment of time;
- b. If I break any promise I made to the credit union under this note.
- c. If I break any promise I made to the credit union under a Security Agreement which was made in connection with this Note;
- d. If I do not use the money you lent me for the purpose which I stated in my application;
- e. If I have made a misrepresentation or misstatement in obtaining this loan;
- f. If anything happens which the credit union feels endangers my ability to repay the credit union.

Upon default, the credit union can, at its option, exercise its rights against the security.

Upon default, the credit union can, at its option, demand immediate payment of the entire remaining unpaid balance and any interest due from me.

Upon default, the credit union can apply any amount pledged to pay any amount of default on this Note without giving anyone any notice.

11. LATE CHARGES

I understand that the credit payments:

Does not charge for late payments

Does charge a late fee in an amount equal to _____

12. INSURANCE

I understand that I must maintain property insurance on the property covered by the Security Agreement for its full insurable value. If I do not do so, or if the insurance expires and is not renewed, the credit union may purchase the insurance and add the cost of the insurance to the balance of this loan.

13. COLLECTION COSTS

If this loan is placed with an attorney for collection, I agree to pay all collection costs, court costs and reasonable attorney fees;

14. CO-BORROWERS

If I am signing this Note as a co-borrower, I agree to be equally responsible with the borrower of this loan. The credit union does not have to notify me that this Note has not been paid unless otherwise required by state law. The credit union can change the terms of payment without notifying me or releasing me from responsibility for this loan.

15. NO WAIVER OF RIGHTS

The credit union does not lose its right to have future payments made when due by accepting late or partial payments. The credit union does not lose any of its other rights by delaying for failing to use them.

16. NOTICES

The credit union does not have to give me notices such as demand, presentment, notice of dishonor and protest.

17. COPY RECEIVED

I acknowledge receipt of a completely filled in copy of this Note.

Signature of

Witnesses or
Notary Public

Amount
Pledged

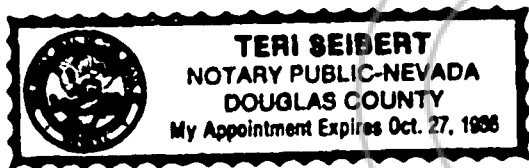
Signature of
Borrower(s)

Signature of
Co-Borrower(s)

Teri Seibert

Earl Miser
Earl Miser

Cathy Sue Miser
Cathy Sue Miser



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

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 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 as provided 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 provisions, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

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 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 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. If 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.

NON-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 of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on 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 facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and 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, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation

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to pay 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable 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 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 the title, power and duties conferred upon the Trustee herein and by applicable law.

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 \$.....

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Earl Miser
Earl Miser —Borrower

Cathy Sue Miser
Cathy Sue Miser —Borrower

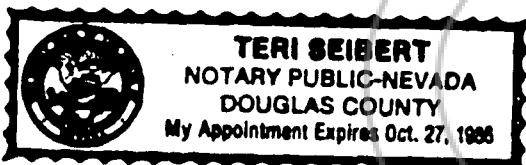
STATE OF NEVADA, *Douglas* County ss:

On this *7th* day of *March*, 19*84*, personally appeared before me, the undersigned, a notary public in and for the County and State aforesaid, *Earl Miser and Cathy Sue Miser* known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that ...he... 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.

My Commission expires:

Teri Seibert
Notary Public



County of *Douglas*, State of Nevada

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 with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all 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)

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
#15.00 cop.
1984 MAR 12 PM 12:36

SUZANNE BEAUDREAU
RECORDER **097987**

SIGN & RETURN *Carol J. Whit*
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