

416286PT

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of July, 1987, between

Kenneth C. Kjer and Lynda C. Kjer, Husband and Wife, as Joint Tenants

whose address is 120 Vista Drive Stateline Nevada herein called TRUSTOR, (Number and Street) (City) (State)

Lawyers Title Insurance Corp. of Northern Nevada herein called TRUSTEE, and

Financial Center Mortgage, 1875 South Grant, Suite 700, San Mateo, CA herein called-BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in

See Exhibit "A" attached hereto and made a part hereof.

See Assumption Rider attached hereto and made a part hereof.

The Note this Deed of Trust secures contains provisions allowing for changes to the interest rate and changes to the monthly payment.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 280,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists counties including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page numbers.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

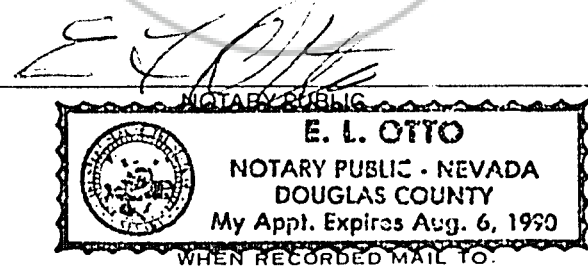
Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA
COUNTY OF DOUGLAS
On July 17, 1987 personally appeared before me, a Notary Public, Kenneth C. Kjer and Lynda C. Kjer who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR
Kenneth C. Kjer
Lynda C. Kjer



Financial Center Mortgage
1875 South Grant, Suite 700
San Mateo, CA 94402

FOR RECORDER'S USE
158681
BOOK 787 PAGE 2904

# ASSUMPTION RIDER

**Notice: This rider allows the Lender to consent to the sale or transfer of the property subject to specific conditions contained herein.**

THIS ASSUMPTION RIDER is made this 17th day of July, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
Financial Center Mortgage

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

298 Kingsbury Grade  
Stateline, NV 89449

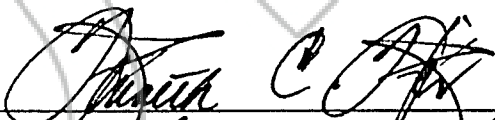
[Property Address]

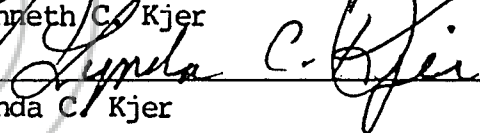
**AMENDED COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

  
 \_\_\_\_\_ (Seal)  
 Kenneth C. Kjer -Borrower

  
 \_\_\_\_\_ (Seal)  
 Lynda C. Kjer -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

INITIAL  
KJK  
HERE

EXHIBIT "A"

PARCEL 1

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

That portion of the following described parcel which lies North of U.S. 19 Highway commonly called Kingsbury Road and contains one third acre more or less.

A portion of Lot 2, of Palady Tract No. 1, more particularly described as: Beginning at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M., from which the 1/4 corner between Section 23 and 26 bears South 89°46' East, 163.80 feet; thence South 0°08' West 265.93 feet; thence North 89°46' West 163.8 feet; thence North 0°8' East 265.93 feet; thence South 89°46' East to the point of beginning.

PARCEL 2:

Lots 1 and 2, as shown on the Map of Pine Ridge Subdivision filed in the office of the County Recorder of Douglas County, State of Nevada, on August 8, 1956, Document No. 11664.

A.P.N. 7-211-09

REQUESTED BY  
**LAWYERS TITLE**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'87 JUL 23 P3:17

SUZANNE BEAUDREAU  
RECORDER

\$<sup>100</sup> PAID *[Signature]* DEPUTY

158681

BOOK 787 PAGE 2906