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PRIME CREDIT LINE

DEED OF TRUST

NOTICE: THE PRIME CREDIT LINE AGREEMENT OBLIGATES BANK TO MAKE REVOLVING LOANS, TO OR FOR THE ACCOUNT OF CUSTOMER, WHICH ARE SECURED BY THIS DEED OF TRUST, THE UNPAID BALANCE OF WHICH WILL INCREASE OR DECREASE FROM TIME TO TIME. SUCH LOANS MAY NOT BE USED FOR THE PURCHASE OF THE PROPERTY DESCRIBED BELOW. Bank may check the title or ownership of the Property prior to making advances. Upon sale, conveyance, or transfer of the Property, the indebtedness of Customer which is secured by this Deed of Trust becomes immediately due and payable.

TRUSTOR (Customer): (name) David G. Pumphrey
(name) Patricia T. Pumphrey
(mailing address) 916 Riverview Dr.
Gardenerville, NV, 89410

BENEFICIARY (Bank): SECURITY PACIFIC BANK NEVADA
(mailing address) Carson Valley
P.O. Box 578
Gardenerville, NV, 89410

TRUSTEE: Western Title Company, Inc.
(mailing address) P.O. Box 385
1626 HWY 395
Minden, Nevada 89423

LEGAL DESCRIPTION (Property):

Lot 58, as shown on the map of GARDENERVILLE RANCHOS, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 30, 1964, in Book 1 of maps, Page 40, as Document No. 26665.
Date: September 12, 1989

To secure the payment of all indebtedness of Customer to Bank, the maximum amount not to exceed \$42,600.00, which is incurred under the "Prime Credit Line Agreement" between Bank and Customer, Customer hereby conveys and assigns to Western Title Company, Inc., as Trustee with the power of sale, the Property which is described above together with all existing and future easements and rights appurtenant thereto, rents therefrom, fixtures, policies and loss proceeds of insurance for fire, flood and other hazards, and awards or proceeds from condemnation proceedings.

Customer warrants that title of record to the Property is in Customer's name and Customer agrees as follows:

- 1. To pay all ad valorem taxes and assessments, all ground rents, all prior deeds of trust, mortgages and contracts, all homeowner's association assessments and all other obligations, which constitute a lien or charge against the Property, when due and prior to delinquency. Customer shall furnish Bank, from time to time, with such verifications of payment as Bank may require.
2. To care for the Property and to keep it in good condition and repair, to keep all fixtures in good repair and operating condition, including necessary replacements, to repaint interiors and the exterior when necessary to maintain a good appearance, to promptly repair, replace and restore any loss or damage, to keep the exterior landscaping appearance of the Property in good condition, and not to permit or commit any waste.
3. To insure the property for its full insurable value against loss by fire, other hazards generally included in a homeowner's policy, and against floods (if required by Bank). Customer shall provide Bank with a certificate of insurance or such other verification of coverage as Bank may require and with a standard lender's loss payable endorsement.
4. To defend at Customer's expense any claim which would adversely affect or prejudice the lien of this Deed of Trust or otherwise impair Bank's security.

Bank may advance money to cure defaults of Customer or to protect its security. All advances of Bank for such purposes shall be payable by Customer to Bank on demand, be secured by this Deed of Trust and bear interest from date of advance until paid at the same rate of interest specified in the Prime Credit Line Agreement.

Rents, insurance proceeds, and condemnation proceeds shall be paid to Bank and applied to Customer's indebtedness or given to Customer, as Bank may elect.

DUE-ON-SALE: Except as otherwise provided herein, in the event that Trustor, or any successor in interest to Trustor in the real property hereby encumbered shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the obligation secured by this Deed of Trust shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

This Deed of Trust adopts and incorporates all other covenants and warranties arising between a Trustor, Trustee and Beneficiary as are now provided or may henceforth be provided, from time to time, under the deed of trust security laws of the State of Nevada.

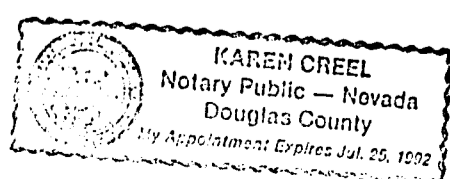
A default, as defined in the Prime Credit Line Agreement, shall be a default under this Deed of Trust and shall permit the Trustee and Beneficiary to declare such indebtedness to be immediately due and payable and to exercise all rights and remedies permitted by law in the manner provided by law. In any legal proceedings following default, Bank shall be entitled to recover its costs of reasonable attorneys' fees, court costs and other expenses, including costs of search of title and trustee's or sheriff's fees.

Reference in this Deed of Trust to Customer includes all persons named as Trustor.

Any homestead exemption or right to claim such an exemption is waived.

STATE OF NEVADA
County of Douglas
The following personally appeared and the foregoing instrument was acknowledged before me this 12th day of September, 1989 by David G. Pumphrey and Patricia T. Pumphrey
Notary Public
My commission expires 7-25 1992

TRUSTOR (Customer) SIGNATURE
David G. Pumphrey
TRUSTOR (Customer) SIGNATURE
Patricia T. Pumphrey



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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

89 SEP 19 M1:54

SUZANNE BEAUDREAU
RECORDER **211117**
100 PAID *SD* DEPUTY
BOOK **989** PAGE **2213**