

1 APN # 13-080-29

2 PERFORMANCE DEED OF TRUST WITH ASSIGNMENT OF RENTS

3 THIS DEED OF TRUST made this 5th day of  
4 February, 1990, between CLYDE A. ROBINSON and KAREN  
5 ROBINSON, husband and wife, herein collectively called  
6 "Trustor", FIRST CENTENNIAL TITLE COMPANY OF NEVADA, INC., a  
7 Nevada corporation, herein called "Trustee", and ROBERT W.  
8 PENNINGTON and SHARON A. PENNINGTON, husband and wife, as joint  
9 tenants, herein collectively called "Beneficiary".

10 W I T N E S S E T H :

11 That Trustor irrevocably grants to Trustee in trust, with  
12 power of sale, all interest of Trustor in that certain property  
13 situate in the County of Douglas, State of Nevada, more  
14 particularly described as follows:

15 Lot 20, as shown on the Map of Valley View  
16 Unit No. 2, filed in the office of the County  
Recorder of Douglas County, State of Nevada,  
17 on April 6, 1964, Document No. 24786  
Assessor's Parcel No. 13-080-29

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

25 / / /

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ATTORNEY AT LAW  
300 WEST SECOND STREET  
CARSON CITY, NEVADA 89703  
(702) 882-4435

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27 **220243**

1 FOR THE PURPOSE OF SECURING: Each and every term, covenant  
2 and condition herein contained and contained in that certain  
3 document entitled Agreement (herein "Agreement") executed by  
4 Trustor and Beneficiary, a copy of which is attached hereto as  
5 Exhibit "A".

6 AND THIS INDENTURE FURTHER WITNESSETH:

7 1. Trustor agrees to properly care for and keep said  
8 property in good condition and repair; not to remove or demolish  
9 any building thereon; to complete in a good and workmanlike  
10 manner any building which may be constructed thereon, and to pay  
11 when due all claims for labor performed and materials furnished  
12 therefor; to comply with all laws, ordinances and regulations  
13 relating to any alterations or improvements made thereon; not  
14 to commit or permit any waste thereof; not to commit, suffer or  
15 permit any act to be done in or upon said property in violation  
16 of any law, covenants, conditions or restrictions affecting said  
17 property; to cultivate, irrigate, fertilize, fumigate, prune  
18 and/or do any other act or acts, all in a timely and proper  
19 manner, which, from the character or use of said property, may  
20 be reasonable necessary, the specific enumerations herein not  
21 excluding the general.

22 2. Trustor agrees to pay and discharge all costs,  
23 fees and expenses of this trust incurred in connection with any  
24 default by Trustor.

25 3. During the continuance of this trust, Trustor  
26 covenants to keep all buildings that may now or at any time be

1 on said property in good repair and insured against loss by  
2 fire, with extended coverage endorsement, in a company or  
3 companies authorized to issue such insurance in the State of  
4 Nevada. Said insurance shall be in such sum or sums as shall  
5 equal the total indebtedness secured by this Deed of Trust and  
6 all obligations having priority over this Deed of Trust, or the  
7 maximum full insurable value of such buildings, whichever is  
8 less. Said insurance shall be payable to Beneficiary to the  
9 amount of the unsatisfied obligation to Beneficiary hereby  
10 secured. The policy or policies of said insurance shall be  
11 delivered to Beneficiary or to the collection agent of Benefi-  
12 ciary, as further security, and in default thereof, Beneficiary  
13 may procure such insurance and/or make such repairs, and expend  
14 for either of such purposes such sum or sums as Beneficiary  
15 shall deem necessary. The amount collected by Beneficiary under  
16 any fire or other insurance policy may be applied by Beneficiary  
17 upon the indebtedness secured hereby and in such order as  
18 Beneficiary may determine, or, at the option of Beneficiary, the  
19 entire amount so collected, or any part thereof, may be released  
20 to Trustor. Such application or release shall not cure or waive  
21 any default or notice of default hereunder or invalidate any act  
22 done pursuant to such notice.

23 4. Trustor promises and agrees that if, during the  
24 existence of this trust, there be commenced or pending any suit  
25 or action affecting said property, or any part thereof, or the  
26 title thereto, or if any adverse claim for or against said

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1 property, or any part thereof, be made or asserted, he will  
2 appear in and defend any such matter purporting to affect the  
3 security and will pay all costs and damages arising because of  
4 such action.

5 5. Any award of damages in connection with any con-  
6 demnation for public use of, or injury to said property, or any  
7 part thereof, is hereby assigned and shall be paid to Benefi-  
8 ciary, who may apply or release such moneys received by him in  
9 the same manner and with the same affect as herein provided for  
10 disposition of proceeds of insurance.

11 6. Trustee shall be under no obligation to notify  
12 any party hereto of any pending sale of said property, whether  
13 such sale is by foreclosure or otherwise, or of any action or  
14 proceeding in which Trustor or Beneficiary or Trustee shall be  
15 a party, unless brought by Trustee.

16 7. By accepting payment of any sum secured hereby  
17 after its due date, Beneficiary does not waive his right either  
18 to require prompt payment, when due, of all other sums so  
19 secured or to declare default, as herein provided, for failure  
20 to so pay.

21 8. At any time, and from time to time, without  
22 liability therefor and without notice to Trustor, upon written  
23 request of Beneficiary and presentation of this Deed of Trust  
24 and the existing note secured by an existing Deed of Trust for  
25 endorsement, and without affecting the personal liability of any  
26 person for payment of the indebtedness secured hereby of the

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1 effect of this Deed of Trust upon the remainder of said  
2 property, Trustee may: reconvey any part of said property;  
3 consent in writing to the making of any map or plat thereof;  
4 join in granting any easement thereon, or join in any extension  
5 agreement or subordination agreement in connection herewith.

6 9. Upon receipt of written request from Beneficiary  
7 reciting that all sums secured hereby have been paid and upon  
8 surrender of this Deed of Trust and the existing note secured  
9 by the existing Deed of Trust to Trustee for cancellation and  
10 retention, or such other disposition as Trustee, in its sole  
11 discretion, may choose, and upon payment of its fees, the  
12 Trustee shall reconvey, without warranty, the property then held  
13 hereunder. The recitals in such reconveyance of any matters of  
14 fact shall be conclusive proof of the truth thereof. The  
15 Grantee in such reconveyance may be described in general terms  
16 as "the person or persons legally entitled thereto".

17 10. Should Trustor default in the payment of any  
18 indebtedness secured hereby, or in the performance of any of the  
19 covenants and agreements herein contained or incorporated herein  
20 by reference, Beneficiary may proceed to remedies herein  
21 provided.

22 11. The following covenants Nos. 1, 3, 4, 5, 6, 7, 8  
23 and 9 of Nevada Revised Statutes 107.030, are hereby adopted  
24 and made a part of this Deed of Trust.

25 12. Trustor agrees to pay any deficiency arising from  
26 any cause after application of the proceeds of the sale held in

1 accordance with the provisions of the covenants hereinabove  
2 adopted by reference.

3 13. This Deed of Trust applied to, inures to the  
4 benefit of, and binds all parties hereto, their heirs, legatees,  
5 devisees, administrators, executors, successors, and assigns.  
6 It is expressly agreed that the Trust created hereby is  
7 irrevocable by Trustor.

8 14. Trustee accepts this trust when this Deed of  
9 Trust, duly executed and acknowledged, is made a public record  
10 as provided by law, reserving, however, unto the Trustee, the  
11 right to resign from the duties and obligations imposed herein  
12 whenever Trustee, in its sole discretion, deems such resignation  
13 to be in the best interest of the Trustee. Written notice of  
14 such resignation shall be given to the Trustor and Beneficiary.

15 15. In this Deed of Trust, whenever the context so  
16 requires, the masculine gender includes the feminine and/or  
17 neuter, and the singular number includes the plural. The term  
18 "Beneficiary" includes any future holder of the note secured  
19 hereby. The term "Trustor" includes the term "Grantor".

20 16. Trustee, its successor or assign, is hereby  
21 appointed the attorney-in-fact of Beneficiary for the purpose  
22 of reconveying this Deed of Trust upon (a) satisfactory evidence  
23 being presented to Trustee of the reconveyance of the Deed of  
24 Trust now in favor of SHEARSON LEHMAN MORTGAGE CORPORATION,  
25 recorded April 25, 1988, as Document No. 176683 in Book No. 488,  
26 Page No. 2605, of Official Records of Douglas County, State of

1 Nevada, or (b) the novation of Trustor's liability upon the note  
2 secured by the foregoing Deed of Trust. Fees and costs  
3 incurred in connection with such reconveyance shall be paid by  
4 Trustor.

5 TRUSTOR:

6 Clyde A. Robinson  
7 CLYDE A. ROBINSON

8 Karen Robinson  
9 KAREN ROBINSON  
10

11 STATE OF NEVADA )  
12 : ss.  
13 CARSON CITY )

14 ON THIS 5th day of February, 1990, person-  
15 ally appeared before me, a Notary Public, CLYDE A. ROBINSON, who  
16 acknowledged to me that he executed the foregoing instrument  
17 freely and voluntarily and for the uses and purposes therein  
18 mentioned.



19 Stephanie Evans  
20 NOTARY PUBLIC

21 STATE OF NEVADA )  
22 : ss.  
23 CARSON CITY )

24 ON THIS 5th day of February, 1990, person-  
25 ally appeared before me, a Notary Public, KAREN ROBINSON, who  
26 acknowledged to me that she executed the foregoing instrument  
27 freely and voluntarily and for the uses and purposes therein  
28 mentioned.



29 Stephanie Evans  
30 NOTARY PUBLIC

When recorded mail to:  
Mr. & Mrs. Robert Pennington  
206 S. White Cloud Circle  
Henderson, NV 89014

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COPY

REQUESTED BY  
**FIRST NEVADA TITLE COMPANY**

**IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA**

**90 FEB 15 P3:24**

**SUZANNE BEAUDREAU  
RECORDER**

**220243**

**\$ 12<sup>00</sup> PAID K12 DEPUTY **290** PAGE **2068**  
BOOK**