

9- RETURN TO: ✓

UNION MORTGAGE CO. INC. UNION MORTGAGE COMPANY, INC.

DALLAS, TEXAS LIEN CONTRACT AND DEED OF TRUST WITH FEDERAL DISCLOSURE AND REQUEST FOR SPECIAL NOTICE (Incorporating Federal Truth in Lending Disclosures)

3245874

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge, if any, provided for herein. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished to you upon request.

Seller, Water Systems of Western Nevada Inc., 1155 Watson Way, #6, Sparks, Nevada License Number 22417 Classification Water Treatment hereby sells, and Buyer Jenise A. Moran Ferris & Charles A. Ferris H/W, 916 Rawhide Ct., Gardiner, Nevada (hereinafter called Buyer) hereby buys and accepts, subject to the terms and conditions herein provided, goods and services described as follows:

DESCRIPTION OF GOODS AND SERVICES (Describe in detail)	PRICE
Water Treatment	TOTAL \$ 2890.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 17.98 %	The dollar amount the credit will cost you \$ 1510.40	The amount of credit provided to you or on your behalf \$ 2890.00	The amount you will have paid after you have made all payments as scheduled \$ 4400.00	The total cost of your purchase on credit, including your downpayment of \$ -0- \$4400.00
Your payment schedule will be				
Number of Payments 60	Amount of Payments \$ 73.34	When Payments Are Due: Approximately 30 to 45 days from date of completion. Monthly, Beginning		
Security You are giving a security interest in the goods or property being purchased, and <del>XX</del> in the land located at 916 Rawhide Ct., Gardiner, Nevada				
Assumption Someone buying your house cannot assume the remainder of the deed of trust on its original terms				
Late Charge If a payment is late, you will be charged 5% of the amount of the past due payment or \$5.00, whichever is less, but not less than \$2.00				
Prepayment If you pay off early, you may be entitled to a refund of part of the finance charge				
See below and on reverse side for additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties				

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**STATEMENT OF INSURANCE**  
 ANY PROPERTY INSURANCE WRITTEN IN CONNECTION WITH THIS SALE MAY BE OBTAINED BY BUYER THROUGH ANY PERSON OF HIS CHOICE.  
 CREDIT LIFE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED IN CONNECTION WITH THIS SALE. No charge will be made for such insurance and none will be provided unless Buyer to be insured thereunder signs and dates the statement below.

I desire  credit life insurance at a cost of \$ -0-  
 or  credit life and disability insurance at a cost of \$ -0-  
 and authorize such cost to be included in the Amount Financed of this Contract  
 na  
 na  
 (Date) (Signature of Person to be Insured)

**TERMS AND CONDITIONS OF CONTRACT**

**A. PAYMENT:** Buyer agrees to pay seller, his successors, heirs, and assigns (hereafter called Beneficiary) at Union Mortgage Co Inc  
13151 Emily Road, Dallas, Tex 75240

**B SECURITY:** As security for the payment of the Total of Payments, except any portion thereof to any goods sold hereunder which are not to be attached to the real property described below and for the performance of Buyer's obligations hereunder including mutual revision hereof and for the benefit of Beneficiary, Buyer, as Trustor hereby grants to Union Mortgage Company Inc a Texas Corporation, as Trustee in trust, with power of sale all the following described real property in the County (or City and County) of  
Douglas

State of Nevada, to wit **COMPLETE LEGAL DESCRIPTION**  
 Address 916 Rawhide Court  
Gardiner ville, Nevada 89410

County Douglas  
 Lot (26) Twenty-Six  
 Blk F  
 Tract AMENDED MAP RANCHOS ESTATES  
 Map Book Document No 62493 Page(s) \_\_\_\_\_

of records of said County, State of Nevada, together with all appurtenances and easements, used in connection therewith. Buyer warrants said property to be unencumbered, excepting only current taxes not delinquent, easements, conditions and restrictions of record, and the following specified prior encumbrances.

LIENHOLDER	ADDRESS	AMOUNT
First Federals/L		\$55,000.00

This credit sale may also be secured under the Nevada Mechanics Lien Laws by a lien on the Buyer's property described herein

**C. DELINQUENCY AND DEFAULT CHARGES; ACCELERATION:**  
 Buyer promises to pay Beneficiary a delinquency charge on any installment in default for 10 days or more in an amount equal to 5% of such installment or \$2.00 whichever is greater but not more than \$5.00. In addition to the foregoing reasonable attorneys' fees and all costs of collection may be assessed in connection with the enforcement of this contract as provided herein. Upon any default by Buyer in payment or performance of any obligation hereunder Beneficiary may accelerate payment of all or any part of the amount unpaid and exercise its additional remedies, as provided on the reverse hereof. In the event buyer(s) offer payment on the contract in check form and such check is returned by the bank unpaid for any reason seller may assess a charge equal to 5% of the amount of the check returned or \$5.00 whichever is greater.

Buyer(s) acknowledges that prior to signing this contract he (they) received and read a legible, completely filled-in copy of this contract; marked "Truth in Lending Copy" and that on signing, such copy was also signed by the parties hereto. Buyer(s) further acknowledges receipt of two copies of the separate notice of right to cancel required by Federal Law, and a copy of this contract at the time of signing and that he has received a copy of every other document that he signed during the contract negotiations.

Art Petersen 22417  
 Salesperson's Name License/Registration No  
 Seller Water Systems of Western Nev Inc  
 By Doc Zimmerman/Melissa Grill  
 Witness Melissa Grill Doc Zimmerman

TAXES IMPOSED ON SALE		SALES TAX \$ -0-	OTHER TAXES \$ -0-
1. CASH PRICE *		\$ 2890.00	
2. CASH DOWNPAYMENT (Total Downpayment)		\$ -0-	
3. UNPAID BALANCE OF CASH PRICE (1 less 2)		\$ 2890.00	
4. INSURANCE: PROCURED BY SELLER ON YOUR BEHALF (See Statement of Insurance)			
COVERAGE	TERM IN MONTHS	COST	ITEMIZATION OF AMOUNT FINANCED
Credit Life Paid to Ins Co	na	\$ -0-	
Credit Life & Dis Pnt to Ins Co	na	\$ -0-	
		\$ -0-	
5. Fees Paid to Public Officials		FILING/RECORDING \$ -0-	\$ -0-
*Other Fees		\$ -0-	\$ -0-
6. AMOUNT FINANCED (3, 4 plus 5) *		\$ 2890.00	
7. FINANCE CHARGE *		\$1510.40	
8. ANNUAL PERCENTAGE RATE		17.98 %	
9. TOTAL OF PAYMENTS (6 plus 7) *		\$4400.40	
Payable in successive monthly installments on the same day of each month as shown in the payment schedule above			
BALLOON PAYMENT(S) \$ -0-		on na	
\$ -0- on na (Insert amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment) A balloon payment may be refinanced only upon such terms and conditions as the then parties to this contract may agree as of its due date.			
10. DEFERRED PAYMENT PRICE (2 plus 9)		\$4400.40	

**D. PREPAYMENT.** Buyer may prepay his obligations under this contract in full at any time prior to maturity of the final installment hereunder, and, if he does so, shall receive a rebate of the unearned portion of the Finance Charge computed under the sum of the digits method after first deducting an acquisition fee of \$25.00. No rebate will be made if the amount thereof is less than \$1.00.

**E. WORK SCHEDULE (Check as applicable)**

This is a swimming pool construction contract and Buyer hereby acknowledges having seen and approved the plans and specifications, which are hereby made a part of this contract. No additional work shall be done without the prior written authorization of Buyer. Any such authorization shall be on a contract change order form showing the agreed terms and the reasons for such changes, shall be approved by Seller and Buyer, and upon such approval shall be deemed to be incorporated into, and a part of, this contract. Seller agrees that construction will be commenced on approximately \_\_\_\_\_, 19\_\_\_\_, and will be completed on or before \_\_\_\_\_, 19\_\_\_\_.

For home improvements, excluding swimming pools, work will commence approximately by 3/30, 19 90, and be completed approximately by 4/31, 19 90

**F. TERMS AND CONDITIONS ON REVERSE:** Buyer promises to pay Beneficiary all other amounts as provided herein and agrees to all other terms and conditions of this contract, which includes those additional terms and conditions set forth on the reverse side hereof

Date of Contract March 17, 1990  
 Buyer/Trustor Jenise A. Moran Ferris  
 his wife  
 Buyer/Trustor Charles A. Ferris  
 her husband  
 228094

**G. OTHER TERMS AND CONDITIONS:**

Buyer promises to pay Beneficiary (a) all actual and reasonable costs of collection occasioned by the failure of Buyer to notify Beneficiary of any change of residence or to communicate with Beneficiary within 45 days after any default in making payment due hereunder; (b) reasonable attorney's fees and costs in conformity with Section 97.195 of the Nevada Revised Statutes, and (c) to the extent permitted by law, any deficiency remaining after foreclosure of the deed of trust on said real property.

Buyer agrees, at Buyer's expense, to care for and keep said property in good condition and repair, promptly restore any building thereon that may be damaged or destroyed and defend any action of proceeding adversely affecting the security. Buyer agrees to pay all taxes, assessments, and charges affecting the security before delinquency, and to pay all encumbrances, charges and liens affecting the security when due. Beneficiary may, but without obligation to do so, do any of the foregoing, and Buyer will immediately reimburse Beneficiary therefor.

\* **INCONSISTENT STATE DISCLOSURES.** The items of disclosure set forth above are made in compliance with the Federal Truth and Lending Act. The following items required by the Nevada Retail Installment Sales of Goods and Services Act differ only with respect to terminology and are disclosed at the item numbers indicated: CASH SALE PRICE at item (1), INITIAL BALANCE at item (6), TIME PRICE DIFFERENTIAL at item (7); and TIME BALANCE at item (9).

**IT IS MUTUALLY AGREED THAT**

1. Any compensation, awards, damages, rights of action and proceeds relating to any condemnation of or damage to said property, and proceeds of any policy of insurance affecting said property, and hereby assigned to Beneficiary.

2. Time is of the essence of this agreement and its provisions relating to delinquency charges are in no way intended to constitute a waiver of this provision. By accepting payment of any sum secured hereby after its due date, or after filing of notice of default and election to sell, Beneficiary will not waive its right to require prompt payment when due of all other sums so secured, or to declare a default for failure so to pay, or to proceed with the sale under any such notice of default and election to sell, for any unpaid balance of said indebtedness. Beneficiary may release any person liable for payment of the indebtedness without affecting the liability of any other person, and without affecting liability of any person may (a) after the terms for payment of indebtedness, and (b) accept additional security and after, substitute or release any security for the indebtedness.

3. Upon payment in full of all sums secured hereby, the Trustee shall reconvey, without warranty, the estate vested in it and may describe the grantee as "the person or persons legally entitled thereto" and recitals of any matters of fact in such reconveyance shall be conclusive proof of the truthfulness thereof.

4. Failure of Buyer to pay any installment of the indebtedness secured hereby, or to perform any agreement hereunder, or to retain title to said real property shall constitute a default, and upon such default all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of default, Beneficiary may execute and record, in the office of the Recorder of each County wherein the said real property or some part thereof is situated, a written notice of such default and of Beneficiary's election to cause the property therein described to be sold. Beneficiary may rescind such notice before trustee's sale by executing and recording a notice of rescission which shall constitute a cancellation of any prior notice of default and of any acceleration of the maturity of indebtedness affected by any prior notice of default. Beneficiary's rescission of a notice of default shall not waive any existing or subsequently occurring default nor impair Beneficiary's right to execute any notice of default and election to cause the property to be sold, nor otherwise affect any of the rights, obligations or remedies of the Beneficiary hereunder. Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

5. Not less than three (3) months after recordation of the notice of default, the Trustee may give notice of sale as then required by law, and, without demand on Buyer, shall sell the property at the time and place of sale fixed in the notice of sale as a whole, or in separate parcels in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Trustee may postpone the sale from time to time by public announcement at the time originally or thereafter fixed by the previous postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant of warranty, express or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Buyer, Trustee or Beneficiary, may purchase at the sale.

6. The Buyer requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

7. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

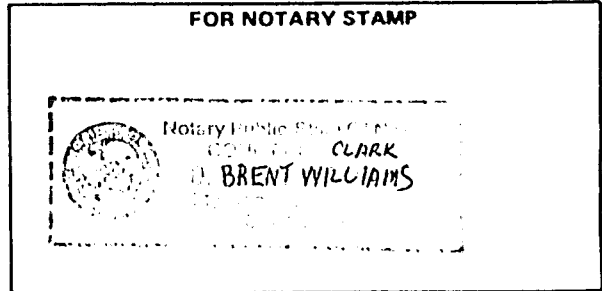
8. This contract which includes those additional terms and conditions set forth on the reverse side hereof, contains the entire agreement of the parties (each acknowledging that no promise has been made to compensate Buyer for referring Seller or customers to the other), binds jointly and severally all signing as Buyer, their heirs, representatives, successors and assigns

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NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Some contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is 1800 Industrial Road, Las Vegas, Nevada 89102.

STATE OF NEVADA, COUNTY OF Clark Iss.  
On 3/17/90 before me, the undersigned, a notary public in and for said state, personally appeared DOC ZIMMERMAN known to me to be the person whose name is subscribed to the within instrument, as a WITNESS thereto, who being by me duly sworn, deposes and says That he resides in Reno, Nevada and that he was present and saw Jenise A. Moran Ferris and Charles A. Ferris // her husband, personally known to him to be the same person(s) described in and whose name(s) are subscribed to the within instrument as buyer/trustor(s), execute and deliver the same, and said buyer/trustor(s), acknowledged to said affiant that (he) (she) (they) executed the same and that said affiant subscribed his name thereto as a Witness.  
WITNESS my hand and official seal  
Signature [Signature]  
D. Brent Williams  
Name (Typed or Printed)

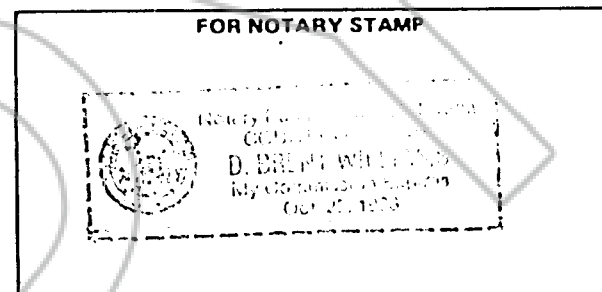


ASSIGNMENT OF LIEN CONTRACT AND DEED OF TRUST

FOR VALUE RECEIVED, the undersigned does hereby sell, grant, assign and transfer to Union Mortgage Company or its assigns (hereinafter "Assignee"), all of its right, title and interest in and to the Lien Contract and Deed of Trust of real property set forth above and on the reverse side hereof, in accordance with that certain Contractor's Agreement entered into between the undersigned and Assignee and which is referred to and incorporated herein by this reference as though fully set forth; and all money due or to become due thereon, with interest, and all rights accrued or to accrue under said Lien Contract and Deed of Trust, and Contractor's Agreement

Date April 23, 1990 Water Systems of Western Nevada, Inc  
Name of Seller  
(By [Signature] Title Sec/Treas)  
Melissa Grill, Sec/Treas

STATE OF NEVADA, COUNTY OF Clark Iss.  
On this 23rd day of April, 19 90, before me, the undersigned, a Notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Melissa Grill known to me to be the Sec/Treas of Water Systems of Western Nevada, Inc Corporation/Company that executed the within instrument, and also known to me to be the person who executed in on behalf of the Corporation/Company therein named, and acknowledged to me that such Corporation/Company executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.  
Signature [Signature]  
D. Brent Williams  
Type or Print Name  
NOTARY



INDEX AS DEED OF TRUST AND REQUEST FOR SPECIAL NOTICE

Submitted For Recordation  
By and Return to

Office Address City State Zip  
Union Mortgage Company, Inc.  
13151 Emily Street  
Dallas, Texas 75240

SPACE BELOW THIS LINE FOR RECORDER'S USE  
NOTE TO RECORDER: See reverse of this document for request for special notice.

RETURN TO:  
UNION MORTGAGE CO. INC.  
DALLAS, TEXAS 75240

228094

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COPY

REQUESTED BY  
Union Mortgage Co  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'90 JUN 14 A8:38

SUZANNE J. ANDREAU  
REGISTER

228094

\$ 9.00 FEE K12 DEPUTY

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