

AFTER RECORDATION RETURN TO:
WESAV MORTGAGE CORPORATION
1201 S. ALMA SCHOOL ROAD
MESA, AZ 85210-9608
ATTN: RECORD ROOM, 11TH FLOOR

DO-10250-SLB

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **AUGUST 6, 1990**

The grantor is **EUGENE E. APPEGETT, AN UNMARRIED MAN**

("Borrower").

The Trustee is **WESAV MORTGAGE CORPORATION, AN ARIZONA CORPORATION**

("Trustee").

The beneficiary is **WESAV MORTGAGE CORPORATION, AN ARIZONA CORPORATION, AND/OR ITS ASSIGNS**

which is organized and existing under the laws of **ARIZONA**, and whose address is

P.O. BOX 17009, MESA, AZ 85212

("Lender")

Borrower owes Lender the principal sum of **THIRTY THOUSAND AND NO/100**

Dollars (U.S. \$ **30,000.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2005**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **DOUGLAS** County, Nevada:

1229476

LOT 78, AS SET FORTH ON THE PLAT OF KINGSLANE UNIT NO. 3A FILED FOR RECORD NOVEMBER 5, 1976, AS DOCUMENT NO. 4483, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA AND AS AMENDED BY CERTIFICATE OF AMENDMENT FILED FOR RECORD DECEMBER 2, 1976, IN BOOK 1276, PAGE 258, DOCUMENT NO. 05025, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. TOGETHER WITH: YEAR 1977 SIZE 24' X 60', MAKE Fleetwood MODEL _____, ID NUMBERS CASL2AB718170660 & _____

which has the address of **1344 BISHOP CIRCLE**, **GARDNERVILLE**
[Street] [City]
Nevada **89410** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lenders shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute 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 any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the 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 time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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22. **Substitute Trustee.** Lender at its 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 Trustee herein and by applicable law.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the property.

24. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ (one percent of the remaining unpaid principal balance).

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] MANUFACTURED HOME RIDER AND SECURITY AGREEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Eugene E. Applegett (Seal)
EUGENE E. APPEGETT - Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

[Space Below This Line for Acknowledgment]

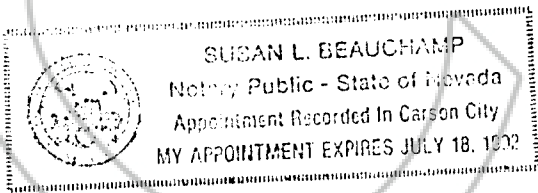
STATE OF NEVADA, CARSON CITY County SS:

On this 8th day of August, 19 90, personally appeared before me, the undersigned, a notary public in and for the County and State aforesaid, Eugene E. Applegett 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: 07-18-92

Susan L. Beauchamp
Susan L. Beauchamp Notary Public



County of Carson City, 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: _____

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6TH day of AUGUST, 1990, 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 WESAV MORTGAGE CORPORATION, AN ARIZONA CORPORATION, AND/OR ITS ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1344 BISHOP CIRCLE, GARDNERVILLE, NV 89410

(Property Address)

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the Conditions, Covenants, and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

KINGSLANE UNIT NO. 3A

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payments to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property of the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for express benefit of Lender,

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

EUGENE E. APPEGETT

**MANUFACTURED HOME RIDER TO THE
MORTGAGE/DEED OF TRUST/TRUST INDENTURE**

This Rider is made this **6TH DAY OF AUGUST , 1990**

and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrowers' Note to

WESAV MORTGAGE CORPORATION, AN ARIZONA CORPORATION, AND/OR ITS ASSIGNS (the "Note Holder") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1344 BISHOP CIRCLE , GARDNERVILLE, NV 89410

(Property Address)

LEGAL DESCRIPTION:

LOT 78, AS SET FORTH ON THE PLAT OF KINGSLANE UNIT NO. 3A FILED FOR RECORD NOVEMBER 5, 1976, AS DOCUMENT NO. 4483, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA AND AS AMENDED BY CERTIFICATE OF AMENDMENT FILED FOR RECORD DECEMBER 2, 1976, IN BOOK 1276, PAGE 258, DOCUMENT NO. 05025, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. TOGETHER WITH: YEAR 1977 SIZE 24' X 60', MAKE Fleetwood MODEL _____, ID NUMBERS CASL2AB718170660 & _____,

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:

Property, as the term is defined herein, shall also encompass the Manufactured Home (Serial Numbers CASL2AB718170660 and _____) affixed to the real property legally described herein.

B. ADDITIONAL COVENANTS OF BORROWER:

- (a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.


EUGENE E. APPLEGETT Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

232405

SECURITY AGREEMENT

Loan Number: 1229476

To: WESAV MORTGAGE CORPORATION , AN ARIZONA CORPORATION, AND/OR ITS ASSIGNS (the "Lender")

The Borrower(s) grant(s) the Lender a security interest in the following property (the "Property"):

<u>Year</u>	<u>Manuf. Make</u>	<u>Model</u>	<u>Size</u>	<u>I.D. No.</u>
1977	Fleetwood		24' x 60'	CASL2AB718170660

Now and to be permanently located at: (legal description)

LOT 78, AS SET FORTH ON THE PLAT OF KINGSLANE UNIT NO. 3A FILED FOR RECORD NOVEMBER 5, 1976, AS DOCUMENT NO. 4483, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA AND AS AMENDED BY CERTIFICATE OF AMENDMENT FILED FOR RECORD DECEMBER 2, 1976, IN BOOK 1276, PAGE 258, DOCUMENT NO. 05025, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. TOGETHER WITH: YEAR 1977 SIZE 24' X 60', MAKE Fleetwood MODEL _____, ID NUMBERS CASL2AB718170660 & _____,

in the City of GARDNERVILLE, County of DOUGLAS, State of NEVADA, (the "Location") together with all equipment, parts, and accessories the Borrower(s) own(s) or will own that are installed or affixed to the Property.

The Borrower(s) grant(s) this security interest to secure the payment of:

- A promissory note in the original principal amount of: **THIRTY THOUSAND AND NO/100** Dollars (\$ 30,000.00), dated **AUGUST 6, 1990**, which is payable by **SEPTEMBER 1, 2005** from **EUGENE E. APPEGETT**

to the Lender; (the "Note").

- All extensions, revisions, or renewals of the Note;
- All late charges on the Note;
- "Collection and Protection Costs" including attorney's fees, court costs, and any other money the Lender spends in collecting the Note, or in finding, taking possession of, repairing, protecting, insuring, or storing the Property, or returning the Property to the Location or to the place of its sale if the Lender finds it necessary to sell the Property pursuant to this Security Agreement; and
- Any other sum the Borrower(s) owe(s) or will owe the Lender unless that debt arises out of a consumer credit transaction which is subject to the disclosure requirements of the Federal Truth in Lending Law and there is no written agreement between the Lender and the Borrower(s) signing this Security Agreement that the Property is to secure that debt.

BY SIGNING THIS SECURITY AGREEMENT I/WE AGREE TO ALL THE TERMS AND STIPULATIONS WRITTEN BELOW, NUMBERED 1 THROUGH 13, AND ACKNOWLEDGE THAT I/WE HAVE RECEIVED A COPY OF THIS AGREEMENT.

Eugene E. Appleggett
EUGENE E. APPEGETT

Property Address: 1344 BISHOP CIRCLE, GARDNERVILLE, NV 89410

1. This Security Agreement will remain in effect until the Note and any other sum secured hereby has been completely paid and the Borrower(s) has/have done everything agreed upon in this Security Agreement.

2. The Borrower(s) is/are the owner of the Property, and has/have exclusive control of the Property. No one else other than the Lender has any claim of any kind to the Property.
3. The Borrower(s) will not use and will not permit anyone else to use the Property:
 - for any unlawful purpose or,
 - for rental or military purposes.
4. The Borrower(s) will register, use, and control the Property as specified in the laws and regulations dealing with the registration, use, and control of the Property.
5. If the Property includes vehicle(s) required by the State of the Location to be registered and/or licensed, for such vehicle(s) the Borrower will at once:
 - obtain the required license(s) and registration(s);
 - give the Lender the number of each license and registration; and
 - deliver to the Lender the certificate(s) of legal ownership showing the Lender or assignee as legal owner.
6. The Borrower(s) will pay for and handle the recording, registering, and filing of this Security Agreement and such other papers from time to time as the Lender may request of the Borrower(s) in such jurisdictions and offices as the Lender may specify. This is so the Lender may have a valid enforceable security interest in the Property, and rights of a secured party as to the Property, superior to any other claim or right anyone might have or come to have as to the Property while the Security Agreement is in effect.
7. The Borrower(s) will give the Lender proof satisfactory to the Lender of every recording, registering, and filing requested by the Lender and will do all things and execute all papers as the Lender may specify for the purpose of carrying out this Security Agreement and its intent.
8. The Borrower(s) will not transfer any right to the Property or any part of it, to anyone except the Lender, and the Borrower(s) will not:
 - remove or permit anyone else to remove the Property from the Location;
 - misuse, hide, sell, abandon, or lose possession of the Property;
 - permit any lien, encumbrance, or other claim to exist against the Property.
9. The manufactured home constituting the collateral herein is to be used by the Borrower(s) exclusively for personal and family purposes as a residence located at

1344 BISHOP CIRCLE, GARDNERVILLE, NV 89410

The Lender may inspect the Property at any reasonable time. The Borrower(s) will promptly notify the Lender of any change in the Borrower(s) residence.
10. This agreement is subject to the additional provisions of a Deed of Trust of even date, the provisions of which are incorporated herein by this reference. Any act which constitutes a default under such Deed of Trust shall constitute a default under this agreement. In the event of a default, the Lender may proceed in accordance with the provisions of such Deed of Trust and all laws applicable thereto, and/or may avail itself of any other remedies which are now or may become available to a Lender under all applicable laws.
11. The rights of the Lender under this agreement inure to the benefit of its successors and/or assigns. The covenants, representations, warranties, and agreements of the Borrower(s) are joint and several if there is more than one Borrower, and bind the Borrower(s) heirs, successors, and/or assigns.
12. Time is of the essence on this agreement.
13. If any provision of this Security Agreement is held to be invalid or unenforceable, it shall not affect the enforceability of any other provision thereof.



 EUGENE E. APPLEGETT

REQUESTED BY
FIRST CENTENNIAL TITLE CO.
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

AUGUST 6 , 1990

AUGUST 6 , 1990

'90 AUG 15 P3:42

SUZANNE BEAUDREAU **232405**
 RECORDER

\$12⁰⁰ PAID *KV* DEPUTY
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