

Bank of America Nevada
LIEN CONTRACT AND DEED OF TRUST WITH FEDERAL DISCLOSURE
AND REQUEST FOR SPECIAL NOTICE
 (Incorporating Federal Truth in Lending Disclosures)

206334-70

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. (4) If you desire to pay off in advance the full amount due, you may be charged a minimum loan fee of \$10.00 to \$75.00 depending on the size of the contract and you will not be entitled to a refund of part of the finance charge.

Seller, (Beneficiary) Sun-kist Home Improvements 105 N. Edison Way #1 Reno, Nevada
 NAME BUSINESS ADDRESS

License Number 23042 Classification C40

hereby sells, and Buyer (Trustor) JACK & MARILYN MORRIS - 3559 SHAWNEE DR. CARSON CITY, Nevada,
 NAME(S) RESIDENCE OR PLACE OF BUSINESS AS SPECIFIED BY BUYER(S)
 (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
13'proj. x 28' width Alcan Weather Breaker II Roof with 3ea Skylights - 14'x26'x14'x2" ALCAN Solera Wall System with Elec. Receptacles - 14'x26' Pier ONE Spice Carpet & Pad.	
TOTAL	\$

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate <u>15.255</u> %	FINANCE CHARGE The dollar amount the credit will cost you \$ <u>9,376.55</u>	Amount Financed The amount of credit provided to you or on your behalf \$ <u>13,490.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ <u>22,866.55</u>	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>13,490.00</u>
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>96</u>	\$ <u>238.20</u>	Monthly, Beginning

Security: You are giving a security interest in the goods or property being purchased, and in the real estate located at _____
Assumption: Someone buying your property cannot assume the remainder of this contract on its original terms.
Late Charge: If a payment is late, you will be charged 8% of the amount of the past due payment or \$15.00, whichever is less, but not less than \$2.00.
Prepayment: If you pay off early, you may be charged a minimum loan fee of \$10.00 to \$75.00 depending on the size of contract and you will not 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.

A. PAYMENT:
 This is an interest bearing contract and has a demand feature
 Variable Interest Rate does not apply
 Variable Interest Rate does apply
 IF VARIABLE INTEREST RATE DOES APPLY, THEN THE INTEREST RATE WILL INCREASE OR DECREASE WITH CHANGES IN THE PRIME RATE PUBLISHED DAILY IN THE WALL STREET JOURNAL. The interest rate will be _____ percentage points above the "Prime Rate" as published in the Wall Street Journal. The initial Prime Rate is _____ per year.
 If the Prime Rate as of the last business day of the second month prior to the date your monthly payment is due changed, then the proportion of your monthly payment applied towards principal and interest then due shall change. At each anniversary of the date your contract was made ("the anniversary date"), any additional amounts as may become due as a result of the fluctuation in the Prime Rate over the preceding year shall be payable as follows:
 Higher or lower payment amount, or
 More or less payments of the same amount, depending upon the direction of change. The maximum increase in annual percentage rate over the life of the loan shall not exceed the initial APR plus _____ percentage points. The maximum decrease in your annual percentage rate over the life of the loan shall not exceed the initial annual percentage rate less _____ percentage points.
 An example of the effect of the increase in the Prime Rate on the interest rate is as follows: If your contract was for \$5000.00 at 16% for 36 months and the rate increased to 18% as a result of an increase in the Prime Rate as of the last business day of the second month preceding the anniversary date of your contract, then the amount of your regular payments would increase by \$3.49 or you would have to make one additional payment.
PROMISE TO PAY: For Value received, I promise to pay on demand to the order of Beneficiary, at its office, the amount shown above as Amount Financed plus interest computed at the above disclosed Annual Percentage Rate on the outstanding principal balance of the Amount Financed; if no demand is made then in the manner set forth in the above payment schedule. If I default in the payment when due of any part of this debt, then the entire outstanding principal balance of the Amount Financed together with accrued interest thereon shall become immediately due and payable without notice, at the option of the holder of this Contract.
PAYMENTS: Each payment, including prepayments, will be applied first to late charges, other charges, and miscellaneous fees, then to interest, and then to principal. Interest will be computed on the actual number of days from the date of this Contract until paid in full. Interest will be charged on the unpaid balance each day. When the final payment is due, the total unpaid principal and interest will be due. The amount of the final payment, the total of payments, and the finance charges disclosed may vary depending upon my paying habits. If payments are made earlier than scheduled each month, a lesser amount will be applied to interest and a greater amount will be applied to principal. If payments are made after the scheduled date each month, a greater amount will be applied to interest and a lesser amount will be applied to principal.

B. SECURITY: As security for the payment of the Total of Payments, except any portion thereof relating 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 Bank of America Nevada, as Trustee, in trust, with power of sale, all the following described real property in the County (or City and County) of _____

State of Nevada, to wit: **COMPLETE LEGAL DESCRIPTION:**
 Address: 3559 SHAWNEE DRIVE
CARSON CITY, NV. 89705
 County: Douglas

TERMS AND CONDITIONS OF CONTRACT
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 8% of such installment or \$2.00, whichever is greater, but not more than \$15.00. 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 or \$5.00 whichever is greater.

ITEMIZATION OF AMOUNT FINANCED

Sale Price	\$ <u>13,490.00</u>
Taxes	\$ <u>Included</u>
1. Total	\$ <u>13,490.00</u>
2. TOTAL DOWN PAYMENT	\$ <u>0</u>
3. (Difference between 1 & 2)	\$ <u>13,490.00</u>
AMOUNT PAID TO OTHERS ON YOUR BEHALF	
TO INSURANCE COMPANIES FOR:	
4. CREDIT LIFE INSURANCE PLAN	\$
5. Other Insurance	\$
TO PUBLIC OFFICIALS <u>Prepaid To Bank of America</u>	
FILING & RECORDING <u>Nevada</u>	\$
Other	\$
6. TOTAL FEES	\$ <u>325.00</u>
7. OTHER CHARGES (DESCRIBE)	\$
8. TOTAL OTHER CHARGES (Sum of 4 + 5 + 6 + 7)	\$ <u>0</u>
9. AMOUNT FINANCED (3 + 8)	\$ <u>13,490.00</u>

Map Book: _____ 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

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

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

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 has/have received a copy of every other document that was signed during the contract negotiations.

Salesperson's Name William O. Hale License/Registration No. 23042
 Seller William O. Hale, Pres.
 By Sun-kist Home Improvements 239699
 Witness _____

Date of Contract Nov. 19, 1990, 19____
 Buyer/Trustor Jack H. Morris
 Buyer/Trustor Marilyn J. Morris
 Buyer/Trustor _____

D. PREPAYMENT: This loan may be paid in full at any time before the final payment is due, if I so choose. If paid in full prior to maturity, interest will be charged only for the actual time I had the loan, or \$10.00 if original amount financed was less than \$500.00, \$25.00 if \$500 to \$1000, \$50.00 if \$1000 to \$2000, or \$75.00 if over \$2000.00, whichever is greater, plus any loan charges other than interest provided in this Contract. Any partial payment does not alter my obligation to continue making normal payments as scheduled.

E. WORK SCHEDULE (Check as applicable)

Form with checkboxes for work schedule. One checkbox is checked: "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 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 11/19/90, 1990, and will be completed on or before 12/15/90, 1990." Another checkbox is unchecked: "For home improvements, excluding swimming pools; work will commence approximately by 11/19/90, 1990, and be completed approximately by 12/15/90, 1990."

F. TERMS AND CONDITIONS: 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.

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 or 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 (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 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) alter 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.

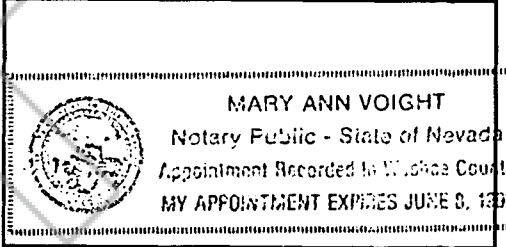
7. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

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.

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.

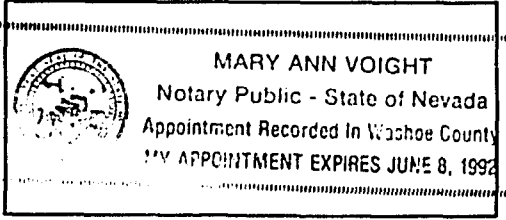
Some contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is 1800 Industrial Road, Las Vegas, Nevada 89102.

STATE OF NEVADA, COUNTY OF Washoe, ss. On 11/19/90 before me, the undersigned, a notary public in and for said state, personally appeared Jack H. Morrison, Marilyn S. Morris who is subscribed to the within instrument, as a WITNESS thereto, who being by me duly sworn, deposes and says: That he resides in Carson City, Nevada and that he was present and saw and his 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: MARY ANN VOIGHT, 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 Bank of America Nevada 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: 12/05/1990. By: Sun-Kest Home Improvements, William O. Hale, Pres. Name of Seller (Beneficiary)

STATE OF NEVADA, COUNTY OF Washoe, ss. On this 19th day of November, 1990, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared William O. Hale known to me to be the President of Sun-Kest Home Improvements, the 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: MARY ANN VOIGHT, Type or Print Name: MARY ANN VOIGHT, NOTARY



INDEX AS DEED OF TRUST AND REQUEST FOR SPECIAL NOTICE Submitted For Recordation By and Return to Office: BANK OF AMERICA NEVADA, Address: 2203 Oddie Blvd., City: Sparks, Nv. 89431, State, Zip

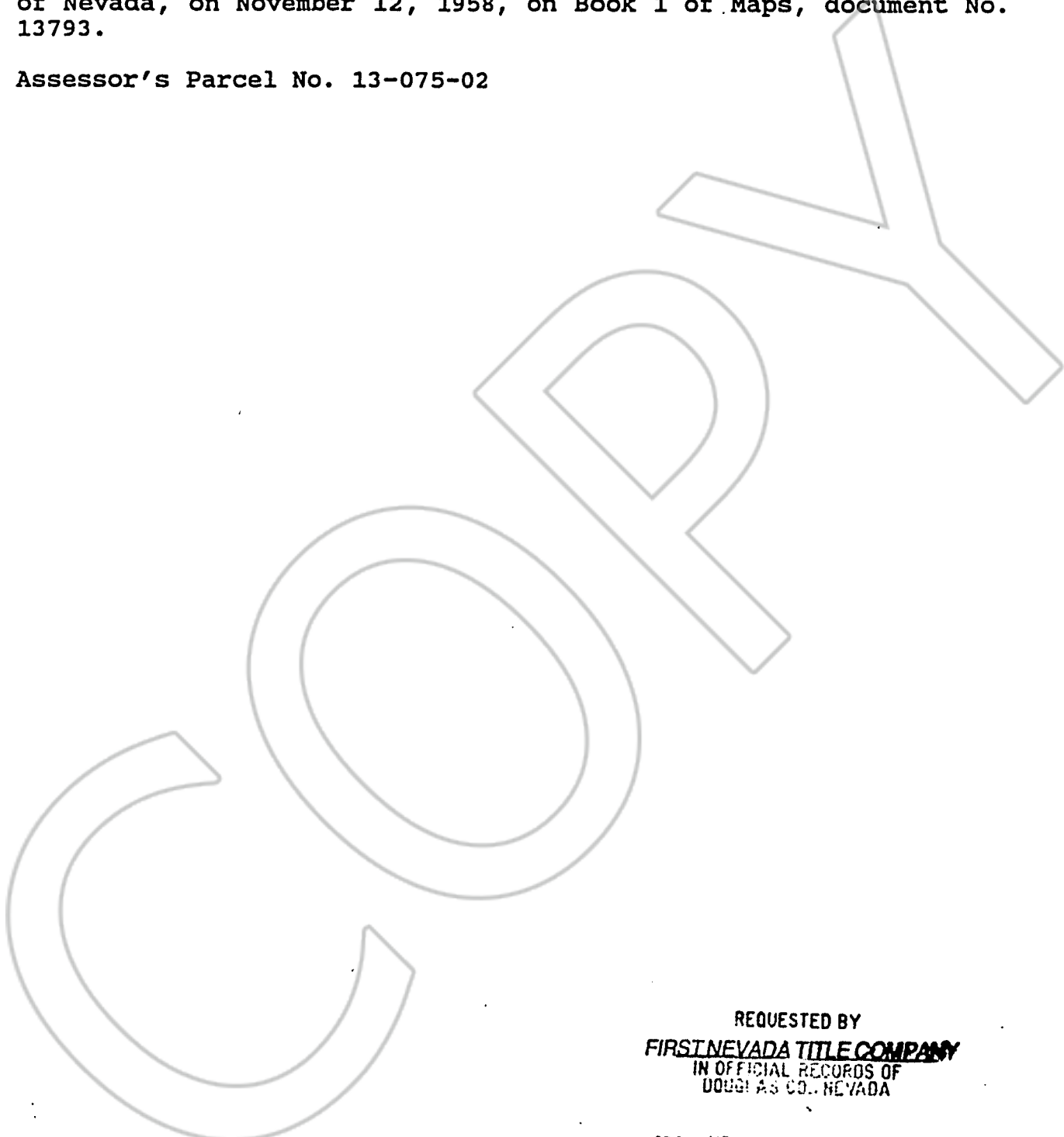
SPACE BELOW THIS LINE FOR RECORDER'S USE NOTE TO RECORDER: See reverse of this document for request for special notice.

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Lot 19, as shown on the Map of VALLEY VIEW SUBDIVISION UNIT NO. 1, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 12, 1958, on Book 1 of Maps, document No. 13793.

Assessor's Parcel No. 13-075-02



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

90 NOV 27 AM 11:18

SUZANNE BEAUDREAU
RECORDER

\$ 9⁰⁰ PAID: K12 DEPUTY

239699

BOOK **1190** PAGE **3781**