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When recorded return to:

THE VALLEY BANK OF NEVADA • Consumer Lending Services • P.O. Box 98543 • Las Vegas, Nevada 89193-8543

DEED OF TRUST/HOME EQUITY CREDIT LINE AGREEMENT

PARTIES

TRUSTEE AND BENEFICIARY:

The VALLEY BANK OF NEVADA ("Bank"), a corporation organized and existing under and by virtue of the laws of the State of Nevada.

TRUSTOR:

(Customer) ROBERT S SPELLBERG and RHONDA D SPELLBERG HUSBAND AND WIFE AS JOINT TENANTS

Name(s)

Consumer Lending Services
P.O. Box 98543
Las Vegas, Nevada 89193-8543

1362 VICTORIA DRIVE GARDNERVILLE NV 89410

Mailing Address

Zip

AGREEMENT

In consideration of Bank approving Customer's request for the privileges of a Home Equity Credit Line ("HECL") account, Customer agrees to the terms and conditions of this Deed of Trust/HECL Agreement, which by this reference, includes, as applicable, the Home Equity Credit Line Agreement and Federal Truth and Lending Disclosure Statement, as if fully rewritten, and promises to pay in lawful money of the United States, to Bank all debt balances of the Customer's HECL account as herein agreed and as billed to Customer by Bank from time to time during the term of this HECL account, at the place and time and in the fashion designated by the Customer's HECL Periodic Statements and the terms and conditions of this Deed of Trust/HECL Agreement.

AMOUNT

The maximum amount of credit extended by Bank to Customer and outstanding at any time under the Home Equity Credit Line shall not exceed \$ 11,800.00 ("Principal") ("Principal" means the money a lender advances to a borrower as a loan which, separately or together with other advances, is intended to be evidenced by the face amount of a note, bond or other similar document. The term does not include any interest, advances made to protect security or advances which would not have been made if the borrower and all other parties to the agreement relating to the loan or future advances had complied with its terms even if the obligations contained in the agreement were secured by an instrument). Bank will charge to the HECL account: The amount of money paid out on Customer's behalf (advances) drawn against the Principal in the HECL account; interest in form of finance charges; and applicable insurance charges; Deed of Trust/HECL Agreement recording, perfecting, reconveying, and/or releasing fees and costs of obtaining all initial and subsequent title reports and policies.

DRAWING AGAINST ACCOUNT

Customer agrees advances on the HECL may be obtained in amounts of \$500.00 or more, using Bank by Phone service or a Home Equity Credit Line Check. Checks presented for payment against non-sufficient funds in Customer's checking account, (overdrafts) will be covered in advances in \$500.00 increments. Advances will be honored only if Customer is in full compliance with the terms and conditions of this Deed of Trust/HECL Agreement and has complied with all advance procedures stated by Bank from time to time.

PAYMENTS

Payments will be made through automatic debit of the Minimum Monthly Payment, (as indicated on the Disclosure Statement provided herewith), or by automatic debit of a predesignated fixed amount, or the entire balance, from the Customer's preselected Valley Bank Checking Account. In the event Customer does not pay amounts due in accordance with this Deed of Trust/HECL Agreement, Customer understands that the Bank shall be entitled to set off all amounts due against any deposits in any account Customer has at the Bank.

ADDRESS CHANGE, BILLING ERRORS, NEW INFORMATION

Customer agrees to promptly notify Bank in writing of any change of address, billing errors on any Monthly HECL Statement, and upon Bank's request, any new or changed information on the HECL application.

SECURITY — DEED OF TRUST

To secure payment of all HECL account balances of Customer by Deed of Trust, Customer hereby irrevocably grants, bargains, sells, assigns, conveys, confirms and transfers to the Trustee/Beneficiary, in Trust with Power of Sale, the following real property ("Property" and/or "Security") located in DOUGLAS County, Nevada. 1362 VICTORIA DRIVE
GARDNERVILLE, NEVADA 89410

SEE EXHIBIT 'A' ATTACHED HERETO & MADE A PART THEREOF

Property includes all buildings, improvements, fixtures, equipment, and any other apparatus there, and all easements, rights-of-way, water rights and all appurtenances thereto now upheld or hereafter required, and all legal interest and property rights involved, and all proceeds payable to Bank as loss payee under any Property Damage Insurance or Flood Insurance relating to the Property. The security means that if Customer doesn't pay or perform as agreed, or fails to perform a material obligation in this Deed of Trust/HECL Agreement, the Trustee/Beneficiary holds the title to the Property in Trust and has the irrevocable power of sell or foreclose the Property as provided by law, if it desires. This Deed of Trust/HECL Agreement secures HECL balances only and HECL balances Customer may owe Bank may be covered by any other security held by Bank as indicated:

To the extent consistent with the other terms hereof, Covenants Nos. 1,2,3,4,5,6,7,8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. The amounts relating to Nos. 2,4, and 7 shall be as otherwise set forth herein. In the event of a default in the performance of any covenant or payment under this Deed of Trust/HECL Agreement or the Security for which this Deed of Trust/HECL Agreement has been executed, any notice given under NRS section 107.080 shall be given by registered letter to Customer at Customer's address as shown on Bank records and such notice shall be binding upon the Customer, and any assignee or grantee of the Customer.

Customer hereby grants to Bank a lien upon, a security interest in, and a right of set-off against, any and all of Customer's monies, credits, securities, and other property of every kind and description now or hereafter in the possession or control of or on deposit with Bank, or with any agent or bailee for the Bank, whether held in a general or special account or deposit, or for safekeeping or otherwise; and every such lien, security interest and right of set-off may be exercised without demand upon, or notice to, Customer. No lien, security interest or right of set-off shall be deemed to have been waived by any act or conduct on the part of the Bank, or by any neglect to exercise such right of set-off, or to enforce such lien or security interest, by any delay in so doing, and every right of set-off and lien shall continue in full force and effect until such right of set-off or lien is specifically waived or released by an instrument in writing executed by Bank. Customer acknowledges that any and all monies, negotiable instruments, documents of title, securities, deposit accounts, and other cash equivalents in which the Bank has hereby been given a lien upon, security interest in and right of set-off against, shall constitute and be treated as "cash collateral" as defined in the Bankruptcy Reform Act of 1978, as such may be amended from time to time. Customer further acknowledges that the lien, security interest and right of set-off granted hereunder is in addition to all liens and rights of set-off otherwise available at either law or equity against Customer's monies, securities and other property.

WARRANTY BY CUSTOMER

Customer promises he has good, merchantable, full and clear title to the Property, except for any known easements, water-use interests, reported restrictions, patent reservations, or other liens of record as of this date which encumbrances have been disclosed and agreed to by the Bank, and that it will continuously occupy the Property granted as collateral security as its primary residence.

TAXES

Customer promises to pay all taxes, assessments, and other charges on the Property when due.

INSURANCE

Customer promises to keep the Property insured in an amount no less than the HECL plus all other prior mortgage or other lien balances against fire, flood hazard (if any), and other casualties at all times by an insurance company acceptable to Bank. Customer promises to furnish Bank with a loss-payable clause to benefit Bank and to furnish proof of such coverage and payment of premiums. This fire, flood (when applicable), and extended coverage insurance is required by the Bank when HECL is secured by a Deed of Trust. Customer agrees to notify Bank immediately of any loss and to make immediate and proper proof of any such loss to the insurance company. The insurance policy must also state that Bank will be notified before the Policy's cancellation. If Bank gets payment from insurance company for a loss, it can use the money to either repay amounts that Customer owes Bank or to repair the Property.

REIMBURSEMENT

Customer grants to Bank the right, but not the obligation to charge Customer's HECL and/or automatically debit Customer's Bank accounts for the payment of taxes, assessments, liens against the Property, insurance premiums and/or any other payments deemed necessary by Bank to protect its security hereunder should Customer fail to make such payments within ten (10) days before delinquency. Further, Customer grants a set-off which may be exercised by Bank, without notice or deemed upon Customer for the payment of taxes, assessments, liens against Property, insurance premiums and/or any other payments deemed necessary by Bank to protect its security hereunder should Customer fail to

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make such payments within ten (10) days before delinquency. No lien, security interest or right of set-off shall be deemed to have been released or waived by any act or omission of Bank, or by any failure to exercise such right of set-off or to enforce such lien or security interest or by any delay in so doing, and every lien, security interest and right of set-off shall continue in full force and effect until waived or released by an instrument in writing executed and delivered by Bank.

PAYMENTS ON CUSTOMER'S BEHALF

If Customer fails to make any required payments, such as for taxes, assessments, liens against the Property, insurance and/or any other payments deemed necessary by Bank to protect its security hereunder, Bank at its option can make those payments on Customer's behalf. Customer must repay Bank immediately for those payments and any reasonable attorneys' fees extended to enforce any of the terms of this Deed of Trust/HECL Agreement, with interest at a rate of 5% per year in excess of the current stated annual percentage rate applicable to HECL balances from disbursement until paid. This Deed of Trust/HECL Agreement secures payments of those amounts.

CONDITION OF PROPERTY

Customer promises to keep the Property in good repair and will not let any harm come to it. If any government or agency condemns or takes the Property, Customer agrees that any money received for that taking will go first to repay the total amount that Customer owes Bank under this HECL account.

SALE OF PROPERTY

If Bank exercises its right relative to the Security in any way, or if Bank forecloses on this Deed of Trust/HECL Agreement or exercises its power of sale, title to the Property and the associated policies will automatically pass to the new purchaser. Before foreclosure or sale of Property, Bank will give Customer notice of such intended disposition as required by law.

OTHER RIGHTS

Bank may, but is not required to, appear in or defend any action that might affect the Property or Bank's security in the Property.

CUSTOMER DEFAULT AND BANK REMEDIES

Customer will be in default under this Deed of Trust/HECL Agreement if Customer commits fraud as determined by Nevada law or legislature or material misrepresentation at any time in connection with this HECL transaction; if Customer fails to make any required payment when due and/or if Customer's action or inaction adversely affects the Security including, but not limited to: Customer files or has filed against him proceedings in action which seeks reorganization, adjustment, liquidation, dissolution, bankruptcy, insolvency, relief of debtors, appointment of receiver, transfer of custodian for all or part of the Security or other insolvency proceedings; if the Property or any part thereof is taken through condemnation; if Customer fails to make any other agreed payments, such as assessments, taxes, liens against the Property, insurance premiums and/or any other payments deemed necessary by Bank to protect its Security hereunder; if Customer fails to continuously occupy the Property as the primary residence; if Customer sells, transfers or conveys the Property or any part thereof without immediately substituting equivalent security acceptable to Bank or fails to obtain and maintain Property Damage and Flood Insurance continuously in amounts which cover all prior liens on the Property and the HECL balances secured herein. (The above circumstances are collectively considered "material obligations" hereunder). Upon such default, Bank may terminate all further HECL privileges, and demand, sue and collect all outstanding HECL balances immediately and without regard to the usual repayment schedule and take any other action Bank deems necessary as allowed by law and/or as set forth in this Deed of Trust/HECL Agreement. In the event of legal action relating to the HECL account of the Property, reasonable attorney's fees and costs will be payable by Customer.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT

Bank can refuse, at its option, to make additional extensions of credit or reduce Customer's credit limit if: The value of the Security declines significantly below its appraisal value for purposes of the HECL; Bank reasonably believes Customer will not be able to meet the repayment requirements due to a material change in the Customer's financial circumstances; Customer is in default of a material obligation hereunder; government action prevents Bank from imposing the annual percentage rate provided or impairs the Security such that the value of the Security is less than one hundred twenty percent (120%) of the HECL; A regulatory agency has notified Bank that continued advances would constitute an unsafe and unsound practice and/or the maximum annual percentage rate is reached.

SUBSTITUTION OF COLLATERAL UPON BANK APPROVAL

Customer must notify Bank of any new encumbrances which may jeopardize the bank's Security and/or any changes in ownership of the Property and must, before the change is complete or before any encumbrance attached in or to the Property, substitute equivalent security which is acceptable to Bank to replace the Property being transferred. Customer will be in default under this Agreement if Customer fails to make such notification and collateral substitution, and may terminate all HECL privileges, deny Customer the use of any remaining unused amount of the HECL credit limit, and require all HECL outstanding balances to be paid over the regular and agreed time period determined by the HECL Minimum Monthly Payment requirements. (Customer may, of course, pay such additional amounts as it wishes, without penalty.) This Deed of Trust/HECL Agreement shall apply to and bind all parties hereto, their heirs, successors and assignees. The Customer's right and obligations hereunder shall not be transferred or assigned without prior written consent of the bank. Customer does hereby authorize Bank to transfer this Deed of Trust/HECL Agreement to any new account that Customer designates in writing in the future as Customer's HECL account.

MISCELLANENOUS

The captions used in this document have been inserted for convenience of reference only and shall not be deemed to be part of this Deed of Trust/HECL Agreement. If any provision or portion hereof of this Agreement is held invalid, illegal, void or unenforceable by reason of any rule or law, administrative order, or judicial decision, all other provisions of this document shall remain in full force and effect.

Where the context so requires, the use of the neuter gender shall include the masculine and feminine genders, the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural and vice versa.

SIGNATURES

Prior to signing this Deed of Trust/HECL Agreement, I, Customer, received and read the Federal Truth in Lending Disclosure Statement regarding my Home Equity Credit Line account. All the terms of the Truth in Lending Disclosure Statement are part of this Deed of Trust/HECL Agreement. I, Customer, have also received a completed copy of the Deed of Trust/HECL Agreement and agree to its terms. I give the Bank my Property as indicated, as security for any advance under my Home Equity Credit Line.

I, Customer have selected the following Valley Bank checking account to use in conjunction with this Home Equity Credit Line: # 560000051. You are authorized to make advances into his account, as well as making automatic payments as indicated: minimum monthly payment; or \$ _____, or the minimum monthly payment, whichever is greater; or, the balance in full.

In the event Customer/Trustor requests Bank to close said checking account, for whatever reason, so to replace same with a new and/or different account number; Customer/Trustor simultaneously therewith, expressly recognizes, acknowledges and reaffirms all terms, conditions, covenants, and duties arising pursuant to this agreement; and the change in said checking account status shall neither be construed nor deemed to allow any modification, alteration, amendment, change or novation in the terms and conditions of this Agreement.

Dated this 27th day of NOV., 1990.

(Note: The below signers are authorized to draw against this account and are jointly and severally obligated to pay the full amount under this Deed of Trust/Home Equity Credit Line Agreement).

CUSTOMER (Applicant) ROBERT S SPELLBERG *Robert S Spellberg*

CUSTOMER (Co-Applicant) RHONDA D SPELLBERG *Rhonda D Spellberg*

(NOTE: The below signers grant and convey their Property to Bank as security for all amounts under this Agreement.)

CUSTOMER (Applicant) ROBERT S SPELLBERG *Robert S Spellberg*

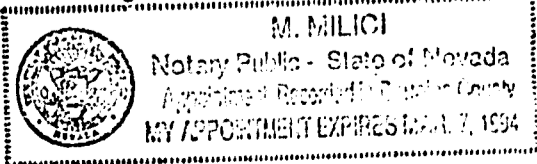
CUSTOMER (Co-Applicant) RHONDA D SPELLBERG *Rhonda D Spellberg*

STATE OF NEVADA
COUNTY OF DOUGLAS } ss.

On DEC. 7, 1990, personally

appeared before me, a Notary Public (or judge or other authorized person, as the case may be) in and for said County and State _____
ROBERT S SPELLBERG and RHONDA D SPELLBERG

known (or proved) to me to be the person S described in and who executed the foregoing instrument, who acknowledged to me that T he Y executed the same freely and voluntarily and for the uses and purposes therein mentioned.



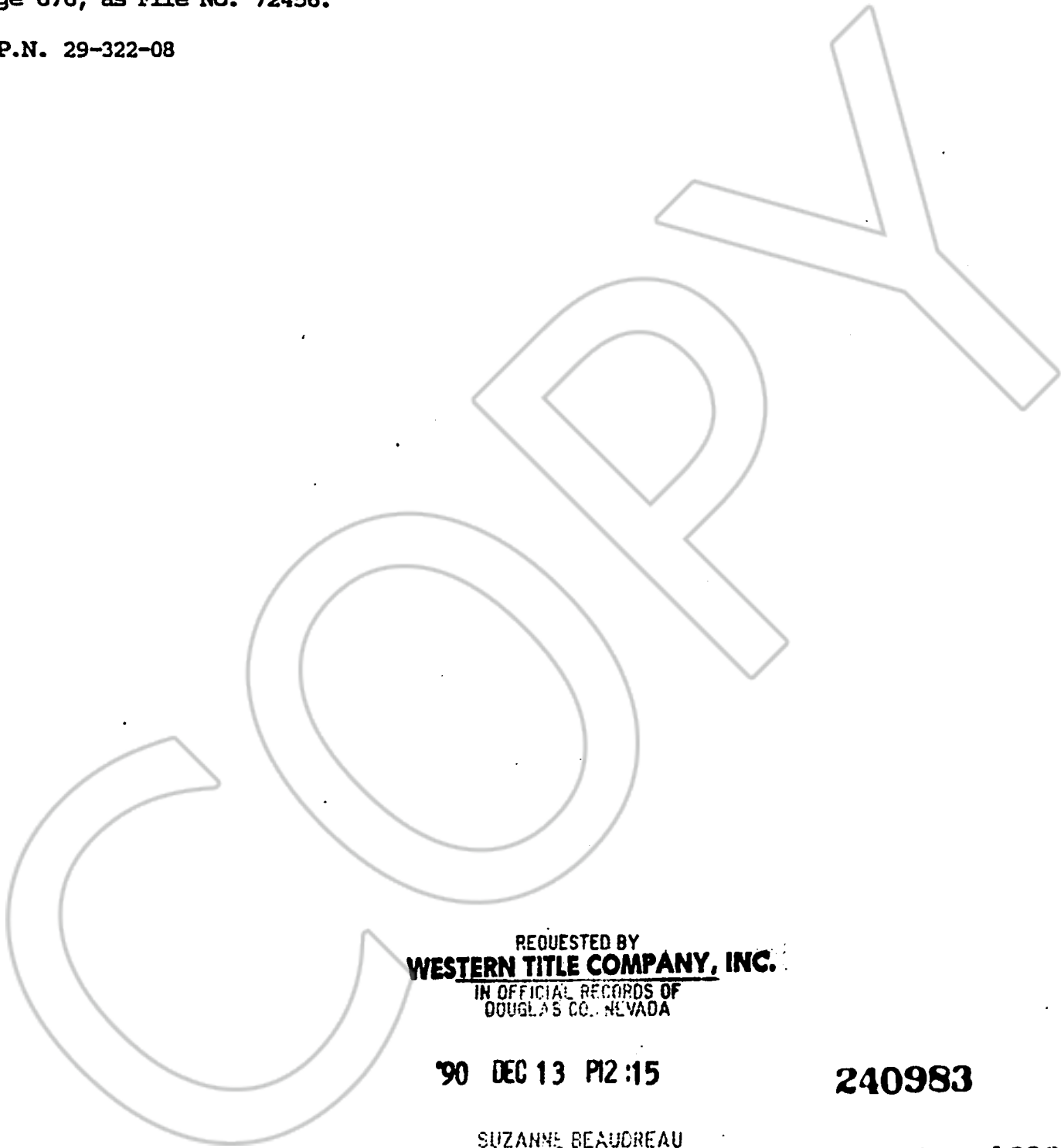
[Signature]
Notary Public **240983**
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DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 346, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456.

A.P.N. 29-322-08



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

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SUZANNE BEAUDREAU
RECORDER

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\$ 7⁰⁰ PAID Bh DEPUTY