

207199-TOX

NEVADA DEED OF TRUST

Total of Payments: \$ 54417.60

AMOUNT FINANCED: \$19642.50

This DEED OF TRUST, made this 3rd day of July, 1991, between RITA M. PHILLIPS and JAMES W. PHILLIPS, husband and wife as joint tenants in common as TRUSTOR, whose address is 3334 VISTA GRANDE BOULEVARD CARSON CITY NEVADA

(Number and Street) (City) (State); NORWEST FINANCIAL NEVADA 2, Inc. a Nevada corporation, as TRUSTEE; and Norwest Financial Nevada, Inc., a Nevada corporation whose address is 1982 HIGHWAY 50 EAST, CARSON CITY, NEVADA

as BENEFICIARY, WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of CARSON CITY County of DOUGLAS, State of Nevada, described as follows:

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

Lot 32, Block B, as set forth on the Plat of SILVERADO HEIGHTS filed for record September 18, 1978, as Document No. 25326, Official Records of Douglas County, State of Nevada and as amended by Certificate of Amendment recorded October 12, 1979, as Document No. 37638, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 13-242-05

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a promissory note of even date herewith, in the sum stated above as "Total of Payments" and said promissory note is payable in the number of consecutive monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable, less any required refund of any unearned Loan Fee (Interest).

The following covenants, number 1, 3, 4 (maximum allowed by law), 5, 6, 7 (reasonable counsel fees), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

In witness whereof, trustor has executed the above and foregoing the day and year first above written

Trustor: Rita M. Phillips (Type Name) RITA M. PHILLIPS STATE OF NEVADA) COUNTY OF CARSON CITY) ss

Trustor: James W. Phillips (Type Name) JAMES W. PHILLIPS

On July 3rd, 1991 before me, the undersigned a Notary Public in and for said County and State, personally appeared RITA M. PHILLIPS and JAMES W. PHILLIPS known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal) NOTARY PUBLIC STATE OF NEVADA County of Clark GLEN A. CHAPIN My Comm. Expires Dec. 11, 1991

Glen A. Chapin Notary Public

SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO: NORWEST FINANCIAL NEVADA, INC. PO BOX 2549 CARSON CITY NEVADA 89702

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

91 JUL 24 P12:45

DEPUTY 255926 \$5.00 PAID DEPUTY BOOK 791 PAGE 3838