

Loan # 927038

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UNION PLANTERS NATIONAL BANK, as Assignor herein, does hereby ASSIGN, DELIVER, TRANSFER AND SET OVER unto the COMMERCIAL FEDERAL BANK, FSB, as Assignee herein, and to its successors and assigns, all of the interest of Assignor in, to and under a certain Mortgage/Deed of Trust, including all promissory notes and any other indebtednesses of whatsoever nature described therein, said mortgage/deed of trust dated 10/06/1972, made by WILLIS G KENNEDY AND KATHLEEN A KENNEDY HUSBAND AND WIFE IN JOINT TENANCY, as mortgagor/borrower, recorded on 10/16/1972 in the Record of Mortgages/Deeds of Trust Book/Volume/Libor: 1072, Page/Folio: 384, Document #: 62334 in the Office of the Recorder/Register of Deeds/Chancery Court of DOUGLAS County, which said mortgage/deed of trust is secured by a parcel of land commonly known as:

954 DEAN AVENUE, GARDENVILLE NV 89410

LEGAL, IF REQUIRED IS ATTACHED HERETO

IN WITNESS WHEREOF, Assignor has made and duly executed this assignment to Assignee as of September 24, 1991.

Attest:

UNION PLANTERS NATIONAL BANK

Radonna Bailey
Radonna Bailey
Asst. Vice President

BY Sandra K. Rodgers
Sandra K. Rodgers
Vice President

SEAL

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public, within and for said State and County, Duly commissioned and qualified personally, appeared Sandra K. Rodgers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon her oath, acknowledged herself to be the Vice President of UNION PLANTERS NATIONAL BANK, the within named bargainer, a corporation; and that she as such Vice President being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by Sandra K. Rodgers, subscribing thereto the name of the corporations, by herself as such.

WITNESS my hand and Notarial Seal at office this 24th day of September, 1991.

Notary Public

Jo Ann Walker

My Commission Expires:

MY COMMISSION EXPIRES JUNE 2, 1992

SEAL

Prepared and Drafted by:
When recorded return to:
Leecie Williams
Union Planters National Bank
Capital Markets Group
6077 Primacy Parkway, Suite 427
Memphis, TN 38119
(901) 762-6472

Assignee's Address:
Commercial Federal Bank, FSB
2120 South 77th Street
Omaha, Nebraska 68124

Assignor's Address:
Union Planters National Bank
6077 Primacy Parkway, Suite 427
Memphis, TN 38119

263664

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of October, 1972, among the Grantor, WILLIS G. KENNEDY AND KATHLEEN A. KENNEDY, HUSBAND AND WIFE, IN JOINT TENANCY

..... (herein "Borrower"),
T. U. P., INC., A NEVADA CORPORATION..... (herein "Trustee"),

and the Beneficiary, MONTGOMERY STREET MORTGAGE CORPORATION....., a corporation organized and existing under the laws of

CALIFORNIA....., whose address is 235 Montgomery Street, San Francisco, California..... (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Douglas....., State of Nevada:

Lot 54, as shown on the map of GARDNERVILLE RANCHOS, UNIT NO. 2, filed in the office of the Recorder of Douglas County, Nevada, on June 1, 1965, as File No. 28309, and amended June 4, 1965, as File No. 28377.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Eight Thousand Three Hundred and no ¹⁰⁰ dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November, 2002.....; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
- 2. Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. 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 said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest 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 Deed of Trust.

COPY

REQUESTED BY

Capital Markets Group

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 OCT 28 A10:48

SUZANNE BEAUDREAU
RECORDER

263664

\$ 7⁰⁰

PAID

KD

DEPUTY

BOOK **1091** PAGE **4585**