

7154222705

Submitted for Recordation by First Interstate Bank of Nevada, N.A.

RETURN TO:	OFFICE	P.O. BOX	
	FIRST INTERSTATE BANK, #905C	53439	
CITY	STATE	ZIP CODE	
PHOENIX	ARIZONA	85072-3439	

# HOME EQUITY LINE OF CREDIT

## Deed of Trust

### with Assignment of Rents

THIS DEED OF TRUST (the "Deed") is made on March 23, 1993 by and between THE ELLIS HOLMAN MERTINS AND FRANCENE GAIL MERTINS FAMILY TRUST AGREEMENT DATED JUNE 30 1987 ELLIS HOLMAN MERTINS AND FRANCENE GAIL MERTINS TRUSTEES, as TRUSTOR, whose address is 1320 BURRO CT GARDNERVILLE NV 89410 and WESTERN TITLE CO (Title Company), a corporation duly organized and existing under and by virtue of the laws of the State of NV, as TRUSTEE, and First Interstate Bank of Nevada, N.A., which is organized and existing under the laws of the United States of America, as BENEFICIARY.

**WITNESSETH:**

THAT Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, IN TRUST (the "Trust"), WITH POWER OF SALE the following real property (the "Property") located in DOUGLAS County, of the State of Nevada.

**Legal Description:**

LOT 10 AS SHOWN ON THE OFFICIAL MAP OF FISH SPRINGS ESTATES FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY STATE OF NEVADA ON AUGUST 30 1973 IN BOOK 873 PAGE 1006 AS DOCUMENT NO 68451

together with the rents, issues and profits of the Property; subject, however, to the right, power and authority given below to Beneficiary to collect and apply those rents, issues and profits.

FOR THE PURPOSE OF SECURING: (i) payment of a revolving line of credit indebtedness in the principal sum of \$ 40,000.00 (or so much of that sum as may be advanced and outstanding), evidenced by an AdvanceLine Agreement (the "Agreement"), entered into by Trustor and Beneficiary on the date first appearing above, as well as any extensions, renewals and/or modifications of that indebtedness; (ii) performance of each of Trustor's agreements under the Agreement; (iii) performance of each of Trustor's agreements in this Deed.

The indebtedness secured by this Deed of Trust is a Revolving Line of Credit. Under the terms of the Agreement executed by Trustor approximately simultaneously herewith, funds may be advanced by Beneficiary, repaid by Trustor and subsequently readvanced by Beneficiary. This Deed of Trust secures the total amount of all principal advances made to Trustor under said Agreement outstanding at any one time, not to exceed a maximum amount outstanding at any one time of \$ 40,000.00.

Subject to the terms and conditions of this Deed of Trust, and the Agreement, all advances made under this Deed of Trust by Beneficiary to Trustor, whether initially made at the time of filing this Deed of Trust or made subsequent to the time of filing this Deed of Trust, are obligatory advances secured by this Deed of Trust. All such obligatory advances will have the same lien priority as the funds initially advanced under the Agreement, Note and Disclosure Statement.

All amounts secured by this Deed are subject to a variable rate of interest, which may change from time to time as recited in the Agreement. According to the Agreement, any Amendment to it, including a change in interest rate, may, at Beneficiary's option, affect the outstanding principal balance on the effective date of any such Amendment. The Agreement is incorporated in its entirety into this Deed of Trust by this reference.

**TO PROTECT THE PROPERTY AND SECURITY GRANTED BY THIS DEED OF TRUST, TRUSTOR AGREES:**

1. (a) To properly care for and keep the Property in good condition and repair;
  - (b) Not to remove, demolish or materially alter any building or any improvement on the Property; nor to change or alter (i) the terms and/or conditions of any existing lease with respect to all or part of the Property, nor (ii) the present character or use of the Property;
  - (c) To complete or restore promptly, and in good and workmanlike fashion, any building or improvement which may be in process, constructed, damaged or destroyed on the Property and to pay in full all costs and expenses incurred in connection with such completion or restoration;
  - (d) Not to commit nor permit waste of or on the Property;
  - (e) To comply with all laws, ordinances, regulations, covenants, conditions or restrictions affecting the Property;
  - (f) To provide and maintain fire insurance (and if required by Beneficiary, earthquake, flood hazard, mortgage guarantee and other insurance) -- which provides for at least 30-day advance written notice to Beneficiary prior to effective cancellation--satisfactory to (both as to amount and policy terms and conditions, among other considerations), and with loss payable to Beneficiary, and to deliver all policies to Beneficiary, with such delivery constituting assignment to Beneficiary of all returned premiums;
  - (g) To appear in and defend (without cost or expense to Beneficiary or Trustee) any action or proceeding purporting to affect the security given under this Deed, or the rights or powers of Beneficiary or Trustee, and, when required by Trustee or Beneficiary, to commence and maintain any action or proceeding necessary to protect such security and such rights or powers. (If Trustee or Beneficiary elects to appear in, defend or commence and maintain any such action or proceeding, including any proceedings under any law relating to insolvency or bankruptcy, Trustor shall pay all their costs and expense, including, but not limited to, a reasonable attorneys' fee.);
  - (h) To pay at least 15 days before delinquency all taxes, assessments and charges affecting the Property;
  - (i) To pay when due all encumbrances, charges and liens on the Property which appear to be, or are, prior or superior to the lien of this Deed;
  - (k) To pay all costs, fees and expenses of this Trust.
2. Trustor shall pay when due the principal and interest on the indebtedness evidenced by the Agreement.

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- Should Trustor fail to make any payment or do any act provided for in this Deed, Beneficiary or Trustee (but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Deed) may: (i) make any such payment or do any such act in whatever manner and to whatever extent either may deem necessary to protect the security of this Deed (Beneficiary or Trustee are authorized to enter the Property for such purposes); (ii) commence, appear in and defend any action or proceeding purporting to affect the security of this Deed or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either, appears to be prior or superior to the lien or charge of this Deed; and (iv) in exercising any such powers, incur any liability, expend whatever amounts in the Beneficiary's or Trustee's absolute discretion may be deemed necessary, including, without limitation, costs of evidence of title and employment of counsel and payment of counsel's reasonable attorneys' fees. All sums so incurred or expended by Beneficiary or Trustee shall be secured by this Deed and, without demand, shall be immediately due and payable by Trustor and shall bear interest at the rate of interest then applicable to the principal balance under the Agreement; provided, however, that at Beneficiary's or Trustee's option, such sums may be added to the principal balance then due under the Agreement and be payable under the terms of the Agreement.

IT IS MUTUALLY AGREED THAT:

- Should the Property, or any part of it, be taken or damaged because of any public improvement or condemnation proceeding, or damaged by fire, earthquake or in any other manner, Trustor absolutely and irrevocably assigns to Beneficiary all compensation, awards and other payment or relief for such taking or damage, and Beneficiary shall be entitled, at Beneficiary's option, to commence, appear and prosecute in Beneficiary's own name, any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including without limitation, the proceeds of any policies of fire and other insurance affecting the Property, after deduction of Beneficiary's expenses (including, without limitation, attorneys' fees) are to be applied on any indebtedness secured by this Deed, in whatever order of priority Beneficiary, in its sole and absolute discretion, might direct.
- By accepting payment of any sum secured by this Deed after its due date, or after the filing of a notice of default and of election to sell, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure to so pay, or to proceed with the sale under any such notice of default and of election to sell for any unpaid balance of the indebtedness.
- Without affecting the liability of any person (including, but not limited to, Trustor) for the payment of any indebtedness secured by this Deed, or the lien of this Deed on the remainder of the Property for the full amount of any indebtedness owing, (a) Beneficiary may, from time to time and without notice: (i) release any person liable for the payment of any of the indebtedness; (ii) extend the time or otherwise alter the terms of payment of any of the indebtedness; (iii) accept additional security of any kind, including deeds of trust or mortgages; (iv) alter, substitute or release any property securing the indebtedness; and (b) Trustee may, at any time and from time to time, upon payment of Beneficiary's then current fees and upon Beneficiary's written request: (i) consent to the making of any map or plat of the Property; (ii) join in granting any easement or creating any restriction on the Property; (iii) join in any subordination or other agreement affecting this Deed or its lien and/or (iv) reconvey all or any part of the Property, without any warranty.
- Upon payment in full of all sums secured by this Deed, cancellation of the Agreement and performance of all obligations of Trustor, Trustee shall reconvey, without warranty, the estate vested in it by this Deed. The grantee in any reconveyance made because of this Deed may be described as "the person or persons legally entitled thereto," or similar language, and the recitals in any such reconveyance of any matters of fact shall be conclusive proof of their truthfulness.
- Trustor absolutely and irrevocably assigns to Beneficiary the income, rents, issues, royalties, profits, earnings, products and proceeds from any and all of the Property ("Rents") upon the terms and conditions herein set forth. This Assignment of Rents is absolute and is not intended to be a pledge of said Rents as additional security for performance of Trustor's obligations under the terms of the Note and this Deed of Trust. The foregoing assignment shall not impose upon Beneficiary any duty to cause the Property to produce Rents nor shall Beneficiary be deemed to be a "mortgagee in possession" by reason thereof for any purpose. Beneficiary confers upon Trustor the authority to collect and retain the Rents as they become due and payable; provided, however, that Beneficiary at any time during the existence of a default under this Deed of Trust and following the notice period described in this Deed of Trust, in Beneficiary's sole discretion, and without notice to Trustor, may revoke said authority and may collect and retain the Rents without taking possession of all or any part of the Property. The right to collect Rents as herein provided shall not be deemed to grant to Beneficiary the right to possession of the Property, except as expressly herein provided, or impose upon Beneficiary the duty to produce Rents or maintain the Property in whole or in part. Any Rents collected by Beneficiary shall be applied by Beneficiary against any obligation secured hereby, whether existing on the date hereof or hereafter arising. Collection of any Rents by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any acts done pursuant to such notice or affect any foreclosure or other proceeding commenced with respect to the Property. Nothing in this Deed, nor the exercise of any right by Beneficiary to collect, shall be, or be construed to be, Beneficiary's affirmation of any tenancy, lease or option, nor an assumption of liability, nor a subordination of any lien or charge of this Deed to, any such tenancy, lease or option.
- Upon any default by Trustor, Beneficiary may, at any time and without notice, and either in person or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured by this Deed: (i) enter on and take possession of the Property or any part of it; (ii) in its own name, sue for or otherwise collect the rents, issues and profits, including those past due and unpaid; and (iii) apply them, less cost and expenses of operation and collection (including, without limitation, reasonable attorneys' fees) to any indebtedness secured by this Deed, in such order as Beneficiary may determine, and/or release any one or more of them.
- The entering on and taking possession of the Property, the collection of rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property and the application or release of any of them as set out above shall not cure or waive any default or notice of default under this Deed or invalidate any act done according to such notice.
- In addition to the event of default caused by sale or transfer of all or any part of the Property, or any interest in it, which event is specifically covered in Paragraph 12 below, the following shall also constitute Events of Default under this Deed: (i) Trustor's failure to pay in a timely manner any amounts due under the Agreement; (ii) Trustor's breach of any covenant contained in the Agreement; (iii) Trustor's breach of any covenant in this Deed; (iv) Trustor's omission of material information, or making of any materially false or materially misleading statement, on Trustor's credit statement relied on by Beneficiary in entering into the Agreement; (v) Trustor's death; (vi) the filing of a petition in bankruptcy by or on behalf of Trustor under any provision of any state or federal bankruptcy law in effect at the time of such filing; (vii) Trustor's further encumbering the Property or allowing the Property to be subjected to a lien or encumbrance junior to this Deed.
- If Trustor or any successor in interest to Trustor in the Property sells, conveys, alienates, assigns or transfers the Property, or any part of it, or any interest in it or becomes divested of Trustor's title or any interest in it in any manner or way, whether voluntary or involuntary, Beneficiary shall have the right, at its sole option, to declare any indebtedness or obligation secured by this Deed, irrespective of the maturity date otherwise specified with respect to such indebtedness or obligation, immediately due and payable, without notice or demand, and no waiver of this right shall be effective unless in writing and signed by Beneficiary.
- If Trustor defaults under this Deed and/or should the building(s) on the Property remain unoccupied for six successive months, then, notwithstanding any other provisions of this Deed and without notice to Trustor, Beneficiary may declare all sums secured by this Deed immediately due and payable by delivery to Trustee of a written declaration of default and demand for sale and a written notice of default and election to cause the Property to be sold, which notice Trustee shall cause to be duly filed for record.
- The lapse of any time as may then be required by law following recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property, at any time and place fixed by the Trustee in the notice of sale, either as a whole or in separate parcels and in such order as the Trustee may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if it consists of several known lots or parcels, shall be sold), at public auction to the highest bidder, for cash, in lawful money of the United States, payable at time of sale.
- Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Any person, including without limitation, Trustor Trustee or Beneficiary, may purchase at the sale. Trustee shall deliver to the purchaser a (Trustee's) deed conveying the Property, or that portion of it so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any manners or facts shall be conclusive proof of their truthfulness.

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16. Beneficiary, from time to time and at any time, may substitute a successor or successors to any trustee named in this Deed or acting under it to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee named in this Deed or acting under it. Each such appointment and substitution shall be made by a written instrument executed by Beneficiary and referring to this Deed and its place of record. When recorded in the office of the County Recorder of the County in which the Property is situated, any such written instrument shall be conclusive proof of proper appointment of the successor trustee.
17. Trustor hereby waives, to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to any and all obligations secured by this Deed.
18. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties to this Deed. All of Trustor's obligations are joint and several. The term "Beneficiary" shall mean the owner and holder (including, without limitation, pledgees) of the Agreement, whether or not named as Beneficiary in this Deed. Any Trustor who is a married person expressly agrees that recourse may be had against his or her separate property for any deficiency after the sale of the Property.
19. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee, or any one or more of them, shall be a party, unless such sale is brought by Trustee.
20. This Deed shall be construed according to the laws of the State of Nevada
21. For any statement regarding the obligation secured by this Deed, Beneficiary may Charge the maximum amount permitted by law at the time of the request for such statement.
22. The rights and remedies granted under this Deed, or by law, shall not be exclusive, but shall be concurrent and cumulative.

If a mailing address is set forth opposite any Trustor's signature below, but not otherwise, that Trustor shall be deemed to have requested that a copy of any Notice of Default and of any Notice of Sale be mailed to that Trustor at that address.

MAILING ADDRESS FOR NOTICES: Street, City, State and Zip Code

PO BOX 447, GARDNERVILLE NV, 89410

PO BOX 447, GARDNERVILLE NV, 89410

IN WITNESS WHEREOF, TRUSTOR has executed this Deed of Trust.

STATE OF NEVADA

)

x Francene Gail Mertins  
Trustor FRANCENE GAIL MERTINS Trustee

) ss

COUNTY OF DOUGLAS

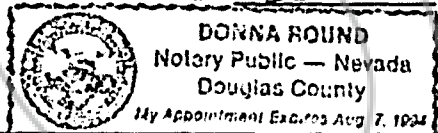
)

x Ellis Holman Mertins  
Trustor ELLIS HOLMAN MERTINS Trustee

On the date set forth below, FRANCENE GAIL MERTINS ELLIS HOLMAN MERTINS (name[s] personally appeared before me, a notary public in and for the County and State listed above, They is (are) the person(s) who executed this instrument voluntarily for the purposes mentioned.

Witnessing this, I have affixed my official seal and signed my name in the County and State shown above on the date listed below.

This instrument has been subscribed and sworn to before me this 23rd day of March, 19 93



Donna Round  
Notary Public

(Space below this line reserved for Recorder)

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

'93 MAR 29 AM 1:54

SUZANNE BEAUDREAU  
RECORDER  
\$ 7.00 PAID Bh DEPUTY  
**303136**  
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