

When recorded mail to:  
Mrs. Elzada Malinak  
Rt. 1, Box 209  
Fingar, TN 38334

93010541GG

### DEED OF TRUST

THIS DEED OF TRUST entered into this 27<sup>th</sup> day of April, 1993, by and between TIMOTHY H. HIGGINS and PAULA D. HIGGINS, husband and wife, as Joint Tenants, hereinafter called the "Trustors", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, hereinafter called the "Trustee", and ELZADA MALINAK, an unmarried woman, and DIANE TURNER, a married woman, as her sole and separate property, hereinafter called the "Beneficiaries",

#### W I T N E S S E T H:

That Trustors hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with power of sale, the following:

Real Property: All that certain property situate in the County of Douglas, State of Nevada, being Assessor's Parcel No. 37-221-02, commonly known as 3800 Topaz Ranch Drive, Wellington, Nevada 89444, more particularly described as follows, to wit:

Lot 153, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on February 20, 1967, as Document No. 35464.

Personal Property: That certain 1972 52 x 20 Newport Mobile Home, Serial No. 3710.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustors now have or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of FIFTY-FOUR THOUSAND and no/100's DOLLARS (\$54,000.00) as follows:

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\$54,000.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustors and delivered to Beneficiaries, and payable to their order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiaries to the Trustors when evidenced by a Promissory Note or notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiaries and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustors promise and agree to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (10%); 5; 6; 7 (10%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Deed of Trust.

THIRD: The Trustors will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiaries may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiaries. The Policies and renewals thereof shall be held by the Beneficiaries and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiaries. In the event of loss, the Trustors will give immediate notice by mail to the Beneficiaries, who may make proof of loss if not made promptly by Trustors. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiaries instead of to the Trustors and the Beneficiaries jointly. The insurance proceeds, or any part thereof, may be applied by the Beneficiaries at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

**FOURTH:** Trustors agree that they will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

**FIFTH:** If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustors to the Beneficiaries and shall be paid forthwith to the Beneficiaries to be applied by them on account of the last maturing installments of such indebtedness.

**SIXTH:** Trustors will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiaries because of the failure on the part of the Trustors to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

**SEVENTH:** Trustors hereby assign to the Trustee all rents, income, maintenance fees and other benefits to which Trustors may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustors so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustors to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

**EIGHTH:** The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiaries may, without notice to or consent of Trustors, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustors without discharging the Trustors from liability thereon.

**NINTH:** The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

**TENTH:** The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiaries hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include

any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustors and accepted by Beneficiaries with the understanding and upon the express condition that if Trustors should make default in the performance to Beneficiaries of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustors.

THIRTEENTH: The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address set forth beneath their signatures hereto, which address is hereby declared to be a part of this Deed of Trust.

IN WITNESS WHEREOF, the Trustors have caused this Deed of Trust to be executed the day and year first above written.

● Timothy H. Higgins  
TIMOTHY H. HIGGINS

● Paula D. Higgins  
PAULA D. HIGGINS

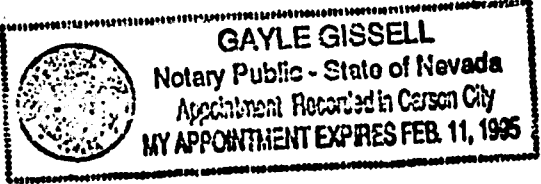
Address: 3800 TOPAZ RICH. DR.  
WELLINGTON, NV 89444

STATE OF NEVADA )  
COUNTY OF DOUGLAS )

ss.

On this 27<sup>th</sup> day of April, 1993, personally appeared before me, a Notary Public, **TIMOTHY H. HIGGINS** and **PAULA D. HIGGINS**, husband and wife, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Gayle Gissell  
Notary Public



**COPIES**

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REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

**93 MAY -3 P3:31**

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SUZANNE BEAUDREAU  
RECORDER

902 PAUL K2 DEPUTY

McDONALD, CARANO, WILSON, McCUNE,  
BERGIN, FRANKOVICH & HICKS  
ATTORNEYS AT LAW  
RENO, NEVADA 89505-2670