

RECORDING REQUESTED BY

ORDER #
APN

WHEN RECORDED MAIL TO

Name
Street Address
City & State
SHELL WESTERN STATES FCU
P.O. BOX
MARTINEZ, CA 94553

ACCT #5659

SPACE ABOVE THIS LINE FOR RECORDER'S USE

F70506CA

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 18TH day of JULY, 1995, between RONALD A. BARSOTTI AND KRISTI M. BARSOTTI, HUSBAND AND WIFE, AS JOINT TENANTS. HUSBAND, herein called TRUSTOR,

whose address is 2656 LATIGO CIRCLE MINDEN NEVADA 89423 (number and street) (city) (state) (zip)

OLD REPUBLIC TITLE COMPANY, a California corporation, herein called TRUSTEE, and

SHELL WESTERN STATES FEDERAL CREDIT UNION, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in DOUGLAS County, Nevada described on "Exhibit A" attached hereto

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 157,600.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 12 columns: COUNTY, BOOK, PG, COUNTY, BOOK, PG, COUNTY, BOOK, PG, COUNTY, BOOK, PG. Lists various counties and their corresponding book and page numbers for reference.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA, ss.

On JULY 10, 1995 before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD A. BARSOTTI KRISTI M. BARSOTTI

Ronald A. Barsotti

RONALD A. BARSOTTI

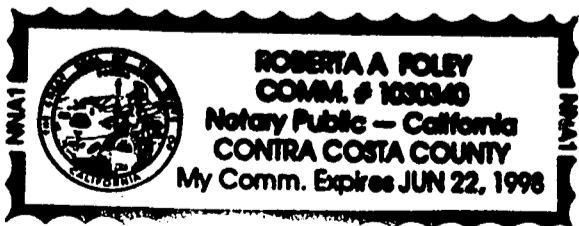
Kristi M. Barsotti

KRISTI M. BARSOTTI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature ROBERTA A. FOLEY

Notary Public in and for said County and State (Type or Print)



(Seal)

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BALLOON RIDER
(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER IS MADE THIS 18TH DAY OF JULY, 95
AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE, DEED
OF TRUST OR DEED TO SECURE DEBT (SECURITY INSTRUMENT) OF THE SAME DATE GIVEN BY THE
UNDERSIGNED (THE BORROWER) TO SECURE THE BORROWER'S NOTE TO:

SHELL WESTERN STATES FEDERAL CREDIT UNION
P.O. BOX 456
MARTINEZ, CA 94553

(THE LENDER)

OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND
LOCATED AT:

2656 LATIGO CIRCLE
MINDEN, NEVADA 89423

(PROPERTY ADDRESS)

THE INTEREST RATE STATED ON THE NOTE IS CALLED THE "NOTE RATE". THE DATE OF THE NOTE IS
CALLED THE "NOTE DATE". I UNDERSTAND THE LENDER MAY TRANSFER THE NOTE, SECURITY
INSTRUMENT AND THIS RIDER. THE LENDER OR ANYONE WHO TAKES THE NOTE, THE SECURITY
INSTRUMENT AND THIS RIDER BY TRANSFER, AND WHO IS ENTITLED TO RECEIVE PAYMENTS UNDER THE
NOTE IS CALLED THE "NOTE HOLDER".

ADDITIONAL COVENANTS - IN ADDITION TO THE COVENANTS AND AGREEMENTS IN THE SECURITY
INSTRUMENT, BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS (DESPITE ANYTHING
TO THE CONTRARY CONTAINED IN THE SECURITY INSTRUMENT OF THE NOTE):

1. CONDITIONAL RIGHT TO REFINANCE

AT THE MATURITY DATE OF THE NOTE AND SECURITY INSTRUMENT (THE "MATURITY DATE"), I WILL
BE ABLE TO OBTAIN A NEW LOAN ("NEW LOAN") WITH A NEW MATURITY DATE OF
8/1, 2010 AND WITH AN INTEREST RATE EQUAL TO THE "NEW NOTE
RATE" DETERMINED IN ACCORDANCE WITH SECTION 3 BELOW IF ALL THE CONDITIONS PROVIDED IN
SECTIONS 2 AND 5 BELOW ARE MET (THE "CONDITIONAL REFINANCING OPTION"). IF THOSE
CONDITIONS ARE NOT MET, I UNDERSTAND THAT THE NOTE HOLDER IS UNDER NO OBLIGATION TO
REFINANCE OR MODIFY THE NOTE, OR TO EXTEND THE MATURITY DATE, AND THAT I WILL HAVE TO
REPAY THE NOTE FROM MY OWN RESOURCES OR FIND A LENDER WILLING TO LEND ME THE MONEY TO
REPAY THE NOTE.

2. CONDITIONS TO OPTION

IF I WANT TO EXERCISE THE CONDITIONAL REFINANCING OPTION AT MATURITY, CERTAIN
CONDITIONS MUST BE MET AS OF THE MATURITY DATE. THESE CONDITIONS ARE (1) I MUST STILL
BE THE OWNER AND OCCUPANT OF THE PROPERTY SUBJECT TO THE SECURITY INSTRUMENT (THE
"PROPERTY"); (2) I MUST BE CURRENT IN MY MONTHLY PAYMENTS AND CANNOT HAVE BEEN MORE THAN
30 DAYS LATE ON ANY OF THE 12 SCHEDULED MONTHLY PAYMENTS IMMEDIATELY PRECEDING THE
MATURITY DATE; (3) NO LIEN AGAINST THE PROPERTY (EXCEPT FOR TAXES AND SPECIAL
ASSESSMENTS NOT YET DUE AND PAYABLE) OTHER THAN THAT OF THE SECURITY INSTRUMENT MAY
EXIST; (4) THE NEW NOTE RATE CANNOT BE MORE THAN 5 PERCENTAGE POINTS ABOVE THE NOTE
RATE; AND (5) I MUST MAKE A WRITTEN REQUEST TO THE NOTE HOLDER AS PROVIDED IN SECTION 5
BELOW.

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3. CALCULATING THE NEW NOTE RATE

THE NEW NOTE RATE WILL BE A FIXED RATE OF INTEREST EQUAL TO THE FEDERAL NATIONAL MORTGAGE ASSOCIATION'S REQUIRED NET YIELD FOR 30-YEAR FIXED RATE MORTGAGES SUBJECT TO A 60-DAY MANDATORY DELIVERY COMMITMENT, PLUS ONE-HALF OF ONE PERCENTAGE POINT (0.5%) ROUNDED TO THE NEAREST ONE-EIGHTH OF ONE PERCENTAGE POINT (0.125%) (THE "NEW NOTE RATE"). THE REQUIRED NET YIELD SHALL BE THE APPLICABLE NET YIELD IN EFFECT ON THE DATE AND TIME OF DAY THAT THE NOTE HOLDER RECEIVES NOTICE OF MY ELECTION TO EXERCISE THE CONDITIONAL REFINANCING OPTION. IF THIS REQUIRED NET YIELD IS NOT AVAILABLE, THE NOTE HOLDER WILL DETERMINE THE NEW NOTE RATE BY USING COMPARABLE INFORMATION.

4. CALCULATING THE NEW PAYMENT AMOUNT

PROVIDED THE NEW NOTE RATE AS CALCULATED IN SECTION 3 ABOVE IS NOT GREATER THAN 5 PERCENTAGE POINTS ABOVE THE NOTE RATE AND ALL OTHER CONDITIONS REQUIRED IN SECTION 2 ABOVE ARE SATISFIED, THE NOTE HOLDER WILL DETERMINE THE AMOUNT OF THE MONTHLY PAYMENT THAT WILL BE SUFFICIENT TO REPAY IN FULL (A) THE UNPAID PRINCIPAL, PLUS (B) ACCRUED BUT UNPAID INTEREST, PLUS (C) ALL OTHER SUMS I WILL OWE UNDER THE NOTE AND SECURITY INSTRUMENT ON THE MATURITY DATE (ASSUMING MY MONTHLY PAYMENTS THEN ARE CURRENT, AS REQUIRED UNDER SECTION 2 ABOVE), OVER THE TERM OF THE NEW NOTE AT THE NEW NOTE RATE IN EQUAL MONTHLY PAYMENTS. THE RESULTS OF THIS CALCULATION WILL BE THE AMOUNT OF MY NEW PRINCIPAL AND INTEREST PAYMENT EVERY MONTH UNTIL THE NEW NOTE IS FULLY PAID.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

THE NOTE HOLDER WILL NOTIFY ME AT LEAST 60 CALENDAR DAYS IN ADVANCE OF THE MATURITY DATE AND ADVISE ME OF THE PRINCIPAL, ACCRUED BUT UNPAID INTEREST, AND ALL OTHER SUMS I AM EXPECTED TO OWE ON THE MATURITY DATE. THE NOTE HOLDER ALSO WILL ADVISE ME THAT I MAY EXERCISE THE CONDITIONAL REFINANCING OPTION IF THE CONDITIONS IN SECTION 2 ABOVE ARE MET. THE NOTE HOLDER WILL PROVIDE MY PAYMENT RECORD INFORMATION TOGETHER WITH THE NAME, TITLE AND ADDRESS OF THE PERSON REPRESENTING THE NOTE HOLDER THAT I MUST NOTIFY IN ORDER TO EXERCISE THE CONDITIONAL REFINANCING OPTION. IF I MEET THE CONDITIONS OF SECTION 2 ABOVE, I MAY EXERCISE THE CONDITIONAL REFINANCING OPTION BY NOTIFYING THE NOTE HOLDER NO LATER THAN 45 CALENDAR DAYS PRIOR TO THE MATURITY DATE. THE NOTE HOLDER WILL CALCULATE THE FIXED NEW NOTE RATE BASED UPON THE FEDERAL NATIONAL MORTGAGE ASSOCIATION'S APPLICABLE PUBLISHED REQUIRED NET YIELD IN EFFECT ON THE DATE AND TIME OF DAY NOTIFICATION IS RECEIVED BY THE NOTE HOLDER AND AS CALCULATED IN SECTION 3 ABOVE. I WILL THEN HAVE 30 CALENDAR DAYS TO PROVIDE THE NOTE HOLDER WITH ACCEPTABLE PROOF OF MY REQUIRED OWNERSHIP, OCCUPANCY AND PROPERTY LIEN STATUS. BEFORE THE MATURITY DATE THE NOTE HOLDER WILL ADVISE ME OF THE NEW INTEREST RATE (THE NEW NOTE RATE), THE NEW MONTHLY PAYMENT AMOUNT AND A DATE, TIME AND PLACE AT WHICH I MUST APPEAR TO SIGN ANY DOCUMENTS REQUIRED TO COMPLETE THE REQUIRED REFINANCING. I UNDERSTAND THE NOTE HOLDER WILL CHARGE ME A \$250.00 PROCESSING FEE AND THE COSTS ASSOCIATED WITH UPDATING THE TITLE INSURANCE POLICY, IF ANY.

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS BALLOON RIDER.

Ronald A. Barsotti

(SEAL)

RONALD A. BARSOTTI

Kristi M. Barsotti

(SEAL)

KRISTI M. BARSOTTI

(SEAL)

(SEAL)

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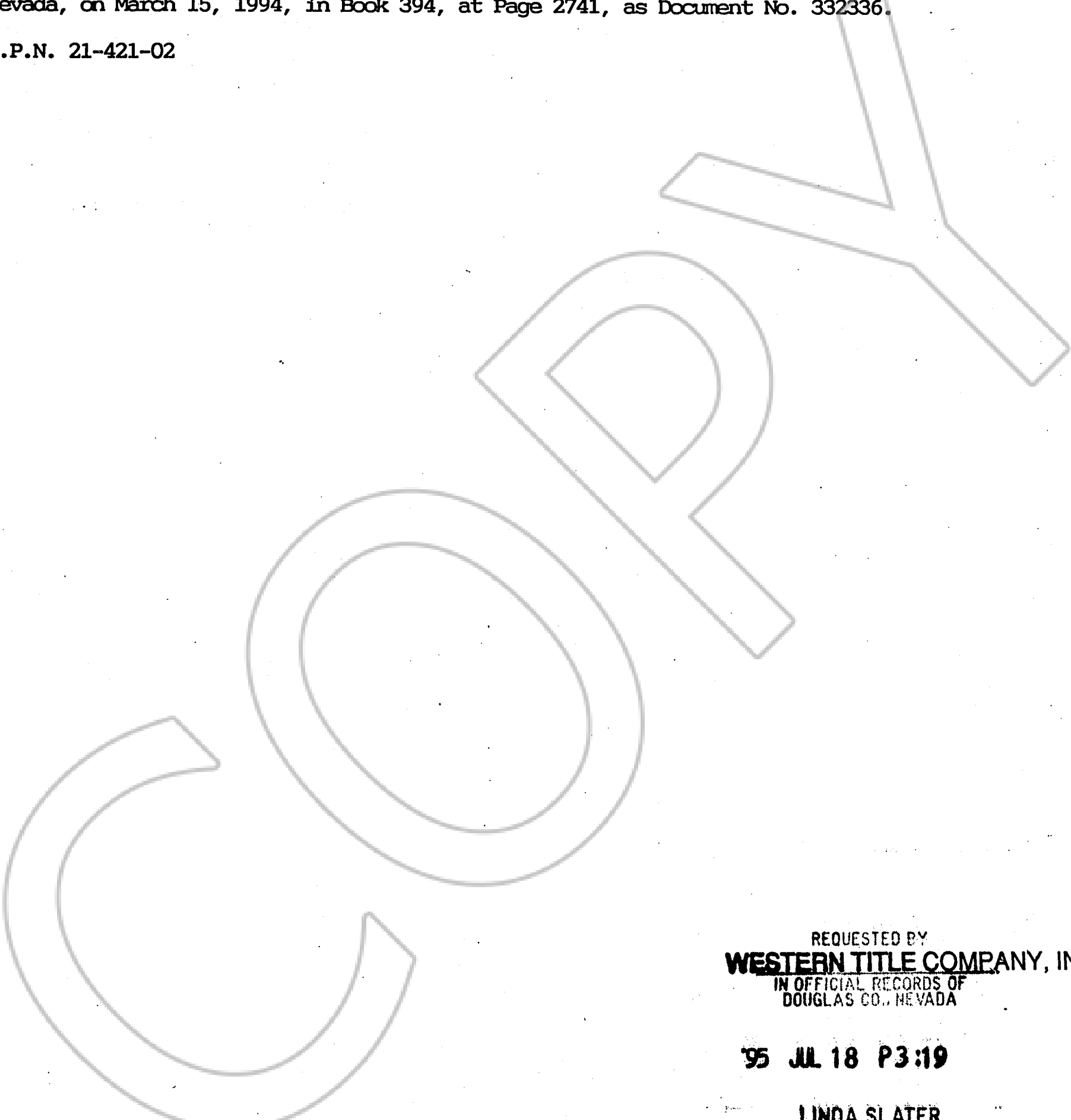
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DESCRIPTION

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

Lot 224 as set forth on the Final Map of WILDHORSE UNIT NO. 6, a Planned Unit Development filed in the Office of the County Recorder of Douglas County, State of Nevada, on March 15, 1994, in Book 394, at Page 2741, as Document No. 332336.

A.P.N. 21-421-02



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

95 JUL 18 P3:19

LINDA SLATER
RECORDER
\$10⁰⁰ PAID *ks* DEPUTY

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