

WHEN RECORDED, MAIL TO:

NEVADA STATE BANK
CONSUMER LOAN CENTER
P. O. BOX 30160
SALT LAKE CITY, UT 84130-0160

Title Company Western Title
Commitment # M72362CH /LCP

THIS SPACE IS FOR RECORDER'S USE ONLY

**NEVADA STATE BANK
DEED OF TRUST WITH ASSIGNMENT OF RENTS
TO SECURE A HOME EQUITY CREDIT LINE AND DISCLOSURE AGREEMENT**

PRINCIPAL	LOAN DATE	ACCOUNT NUMBER	APPLICATION ID
\$ 5000.00	04/20/96	018100440000000586	144489

THIS DEED OF TRUST is made this 20th day of April 1996 among RANDY FRANCIS GREEN AND KAREN L GREEN, HUSBAND AND WIFE AS JOINT TENANTS

(hereinafter referred to as "Trustor"), and NEVADA STATE BANK, (herein after referred to as "Beneficiary"), and First American Title Company of Nevada as Trustee.

WITNESSETH:

TRUSTOR, 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 (the "Property") located in the County of DOUGLAS, State of Nevada:

LOT 192, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 31, PAGE 686, DOCUMENT NO. 28309, AND AMENDED TITLE SHEET ON JUNE 4, 1965, IN BOOK 31, PAGE 797, DOCUMENT NO. 28377.

This Deed of Trust is inferior and subordinate to that certain Deed of Trust dated April 20, 1996 in the amount of \$28,000.00 in favor of NEVADA STATE BANK recorded concurrent herewith

which has the address of 1308 JOB'S PEAK, GARNERVILLE NV 89410, Nevada, (hereinafter referred to as the "Property Address") (Trustor's address, if different from the Property Address, is _____)

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TOGETHER with all improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, fixtures and rents (subject however to the rights and authority herein given to Beneficiary to collect and apply such rents), all of which 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 if this Deed of Trust is on a leasehold), are hereinafter referred to collectively as the "Property"; Trustor presently assigns absolutely and irrevocably to Beneficiary all of Trustor's right, title and interest in and to all present and future leases of the property and all Rents from the Property. In addition, Trustor grants Beneficiary a Uniform Commercial Code security interest in the Personal Property defined above.

This Deed of Trust, including the assignment of rents and the security interest in the personal property, is given to secure (1) payment of the indebtedness including future advances and (2) performance of each agreement and obligation of Trustor under the Agreement, the related documents, and this Deed of Trust. This Deed of Trust is governed in part by NRS 106.300 to 106.400 and therefore secures future advances made by lender. The maximum amount of advances secured by this Deed of trust is stated below, which maximum may increase or decrease from time to time by amendment of the Agreement.

TO SECURE to Beneficiary all of the following described items (the "Indebtedness"):

1. The repayment of all indebtedness owed to Beneficiary under an open-end line of credit evidenced by and described in that certain **AGREEMENT** between Beneficiary and RANDY FRANCIS GREEN AND KAREN L GREEN (the "Borrower") dated April 20, 1996, together with all modifications, amendments, extensions and renewals thereof (hereinafter referred to as the "Agreement"). Beneficiary shall make advances to Borrower pursuant to the terms and conditions of the Agreement, which advances shall be repaid in whole or in part from time to time by Borrower. The maximum amount outstanding on the line of credit shall not exceed the aggregate principal balance of Five Thousand and 00/100 Dollars (\$ 5000.00). The Indebtedness secured by this Deed of Trust, together with interest and other charges assessed on the unpaid balance thereof computed in accordance with the terms of the Agreement, shall be payable to Beneficiary in the manner and subject to the conditions set forth in the Agreement.
2. The payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust.
3. The performance of the covenants and agreements of Trustor contained in this Deed of Trust.

Specifically, without limitation, this Deed of Trust secures a revolving line of credit. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the credit limit as provided in the Agreement. It is the intention of Trustor and Beneficiary that this Deed of Trust secures the balance outstanding under the Agreement from time to time from zero up to the credit limit as provided and any intermediate balance.

Trustor covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for any exceptions to title listed in any title insurance policy or report issued in favor of Beneficiary in connection with this Deed of Trust acceptable to Beneficiary. Trustor covenants that Trustor warrants and will defend the lien created by this Deed of Trust and the title to the Property against all claims and demands subject to encumbrances of record.

The word "Trustor" means any and all persons and entities executing this Deed of Trust, including without limitation those names listed above. Any Trustor who signs this Deed of Trust, but does not sign the Home Equity Agreement and Disclosure, is signing this Deed of Trust only to grant and convey that Trustor's interest in the Property and to grant a security interest in Trustor's interest in the Personal Property to Lender and is not personally liable under the Home Equity Agreement and Disclosure except as otherwise provided by contract or law.

Trustor covenants and agrees as follows:

1. **TAXES.** Trustor shall pay when due all taxes, special taxes, assessments, charges (including water and sewer) fines and impositions levied against or on account of the Property. Trustor shall keep the Property free and clear of all liens which have a priority over the interest of Beneficiary under this Deed of Trust except for the lien of any taxes and assessments not yet due and payable and other liens acceptable to Beneficiary. Upon demand, Trustor shall furnish to Beneficiary such evidence as Beneficiary may reasonably require, that Trustor has paid all taxes and assessments applicable to the Property. Trustor may withhold payment of any tax or assessment in connection with a good faith dispute over Trustor's obligation to pay such tax or assessment provided any such dispute is prosecuted with due diligence and Beneficiary's lien position is not jeopardized. Beneficiary retains the right to require Trustor to provide adequate assurances to Beneficiary that any dispute will not result in an impairment of Beneficiary's lien position granted by this Deed of Trust.
2. **PRIOR MORTGAGES AND DEEDS OF TRUST.** Trustor shall promptly perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over the lien of this Deed of Trust, including delivering to Beneficiary evidence of Trustor's prompt performance.
3. **HAZARD INSURANCE.** Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require, and in such amounts and for such periods as Beneficiary may require. Beneficiary shall be named as Loss Payee or Additional Insured, whichever may be appropriate, in all such insurance policies.

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The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Beneficiary, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgagee clause in favor of and in a form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies and any renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over the lien of this Deed of Trust. At Beneficiary's request, Trustor will deliver certificates of insurance in form satisfactory to Beneficiary including endorsements that any coverage will not be cancelled or diminished without at least ten (10) days prior written notice to Beneficiary. Should the Property at any time become located in an area designated as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and or becomes available for the term of the Indebtedness secured by this Deed of Trust and for the maximum balance available or the maximum limit of coverage that is available, whichever is less.

In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

4. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. PROTECTION OF BENEFICIARY'S SECURITY. If Trustor fails to perform any covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Beneficiary's interest. Any amounts disbursed by Beneficiary pursuant hereto, with interest thereon, at the rate specified in the Agreement, shall become additional Indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof. Nothing contained in this Deed of Trust shall require Beneficiary to incur any expense or take any action hereunder. Any action taken by Beneficiary shall not be construed as curing any default by Trustor.

6. INSPECTION. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Beneficiary's interest in the Property.

7. APPRAISAL. Beneficiary may obtain appraisals of the Property and Trustor shall cooperate with Beneficiary and grant access to the Property for the purposes of completing any such appraisals. In the event that Beneficiary is required to obtain appraisals in order to comply with any law or regulation imposed by any government entity which has jurisdiction over Beneficiary, Trustor shall bear the cost of any such appraisal and Beneficiary is hereby authorized to add such cost to the Indebtedness secured hereby.

8. HAZARDOUS MATERIALS. Trustor hereby represents and warrants that no Hazardous Materials, as defined below, are now located on the Property, and neither Trustor nor, to Trustor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property, or any part thereof. Trustor further represents and warrants that no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is proposed, threatened, anticipated or in existence with respect to the Property. Hazardous Materials shall mean (a) "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty, filled or partially filled with any substance, (f) any substance the presence of which on the Property is prohibited by any federal, state or local law, ordinance, rule or regulation; and (g) any other substance which by any federal, state or local law, ordinance, rule or regulation requires special handling or notification in its collection, storage, treatment, or disposal. Trustor agrees not to cause or permit any Hazardous Materials to be placed, held located or disposed of on, under or at the Property or any part thereof. Trustor further agrees to give notice to Beneficiary immediately upon Trustor's learning of the presence of any Hazardous Materials on the Property, to promptly comply with any governmental requirements requiring the removal, treatment or disposal of such Hazardous Materials, and to defend, indemnify and hold harmless Beneficiary and Trustee from any and all liabilities, claims, losses or costs (including, without limitation attorney's fees) which may now or in the future be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person, entity or governmental agency with respect to the presence on or the discharge of Hazardous Materials from the Property. The representations, covenants, warranties and indemnifications contained in this paragraph shall survive the reconveyance of this Trust Deed.

RECORDED BY 8170807

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showing as required by N.R. S. 107.100. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

- (d) Other Remedies. Trustee or Beneficiary shall have any other right or remedy provided in this Deed of Trust, the Agreement or by law.
- (e) Trustee. Trustee shall have all of the rights and duties of Beneficiary as described in this Deed of Trust.

17. DUE ON SALE - CONSENT BY BENEFICIARY. Beneficiary may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Beneficiary's prior written consent, of all or any part of the real property, or any interest in the real property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the real property, or by any other method of conveyance of real property interest. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change of ownership of more than twenty-five percent (25%) of the voting stock, partnership interest or limited liability company interests, as the case may be, of Trustor. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Nevada law.

18. WAIVER. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of such party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy provided in this Deed of Trust, the Agreement or provided by law shall not exclude the exercise of any other remedy provided herein or pursuant to law or equity.

19. ATTORNEY'S FEES AND EXPENSES. In the event Beneficiary institutes any suit or action to enforce any of the terms of this Deed of Trust, Beneficiary shall be entitled to recover its reasonable attorneys' fees. Whether or not any court action is involved all reasonable expenses incurred by Beneficiary or the Trustee, which in Beneficiary's or Trustee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the indebtedness secured hereby, shall be payable on demand and shall bear interest at the rate provided in the Agreement. Expenses include, but are not limited to, reasonable attorneys' fees, whether or not there is a lawsuit (including efforts to modify or vacate any automatic stay or injunction, title reports, surveyor's reports, appraisal fees, title insurance, court costs and other amounts as provided by law).

20. ARBITRATION DISCLOSURES.

1. AS USED IN THIS ARBITRATION SECTION, THE TERM "PARTIES" MEANS THE LENDER, ANY OTHER SIGNERS HERETO AND PERMITTED SUCCESSORS AND ASSIGNS.
2. ARBITRATION IS USUALLY FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.
3. THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
4. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS.
5. ARBITRATORS' AWARDS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY ARBITRATORS IS STRICTLY LIMITED.
6. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
7. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

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ARBITRATION PROVISIONS:

- (a) Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this agreement or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Las Vegas, Nevada. The arbitrator(s) shall have the qualifications set forth in subparagraph (c) hereto. All statutes of limitations which would otherwise be applicable in a judicial action brought by a party shall apply to any arbitration or reference proceedings hereunder.
- (b) In any judicial action or proceeding arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged tort, if the controversy or claim is not submitted to arbitration as provided and limited in subparagraph (a) hereto, all decisions of fact and law shall be determined by a reference in accordance with Rule 53 of the Federal Rules of Civil Procedure or Rule 53 of the Nevada Rules of Civil Procedure or other comparable, applicable reference procedure. The parties shall designate to the court the referee(s) selected under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored arbitration proceedings. The referee(s) shall have the qualifications set forth in subparagraph (c) hereto.
- (c) The arbitrator(s) or referee(s) shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the Association. A single arbitrator or referee shall be knowledgeable in the subject matter of the dispute. Where three arbitrators or referees conduct an arbitration or reference proceeding, the claim shall be decided by a majority vote of the three arbitrators or referees, at least one of whom must be knowledgeable in the subject matter of the dispute and at least one of whom must be a practicing attorney. The arbitrator(s) or referee(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrators' fees, and court costs). The arbitrator(s) or referee(s) also may grant provisional or ancillary remedies such as, for example, injunctive relief, attachment, or the appointment of a receiver, either during the pendency of the arbitration or reference proceeding or as part of the arbitration or reference award.
- (d) Judgment upon an arbitration or reference award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration or reference award is binding upon the parties only if the amount does not exceed Two Million Dollars (\$2,000,000.00); if the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration or reference award; if such legal action is not filed within that time period, the amount of the arbitration or reference award shall be binding. The computation of the total amount of an arbitration or reference award shall include amounts awarded for arbitration fees, attorneys' fees, interest, and all other related costs.
- (e) At the Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of a power of sale under the deed of trust or by judicial foreclosure. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.
- (f) Notwithstanding the applicability of other law to any other provision of this Agreement, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall apply to the construction and interpretation of this arbitration paragraph.
21. **RECONVEYANCE.** Upon payment by Trustor of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all instruments evidencing Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
22. **SUBSTITUTE TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without reconveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
23. **REQUEST FOR NOTICE.** Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above or to the last known address.

NEVADA STATE BANK
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\$ 5000.00	04/20/96	01810044000000586	144489

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the day and year first above written.

TRUSTOR:

Randy Francis Green
RANDY FRANCIS GREEN

Karen L. Green
KAREN L GREEN

STATE OF NEVADA)
 : SS.)
COUNTY OF Douglas)



On this 20 day of April, 19 96, personally appeared before me Randy Francis Green and Karen L. Green the signer(s), known to me to be the person(s) whose name(s)/is / are subscribed to the above instrument who duly acknowledge to me that he / she / they executed the instrument.

NOTARY PUBLIC
Jessica L. Derkas

My Commission Expires Residing at:

12/19/98

Douglas County

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the legal owner of all indebtedness secured by this Deed of Trust. Said indebtedness has been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the persons legally entitled thereto.

Date: _____, 19 _____

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

'96 APR 25 P12:01

LINDA SLATER
RECORDER
\$13.00 PAID/CO DEPUTY

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