

NEVADA DEED OF TRUST

174025 705

Total of Payments: \$ 72,529.20

AMOUNT FINANCED \$25,024.00

This DEED OF TRUST, made this 14 day of FEBRUARY, 1997, between DONNA L. VELLUTATO, TRUSTEE OF THE JOSEPH D. VELLUTATO AND DONNA L. VELLUTATO TRUST DATED MARCH 10, 1992 as TRUSTOR, whose address is 135 TAHOE DRIVE ZEPHYR COVE NEVADA;

(Number and Street) (City) (State); NORWEST FINANCIAL NEVADA 2, INC. a Nevada corporation, as TRUSTEE; and Norwest Financial Nevada, Inc., a Nevada corporation whose address is 3861 S. CARSON ST., CARSON CITY, NV 89701, as BENEFICIARY, WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of ZEPHYR COVE County of DOUGLAS, State of Nevada, described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Lot 195, of SKYLAND SUBDIVISION NO. 3, as shown on the official plat filed in the office of the County Recorder of Douglas County, State of Nevada, on February 24, 1960, in Book 1, Page 450, as Document No. 15653.

A.P.N. 05-041-05

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a promissory note of even date herewith, in the sum stated above as "Total of Payments" and said promissory note is payable in the number of consecutive monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable, less any required refund of any unearned Loan Fee (Interest).

The following covenants, number 1, 3, 4 (maximum allowed by law), 5, 6, 7 (reasonable counsel fees), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

In witness whereof, trustor has executed the above and foregoing the day and year first above written.

Trustor: Donna L. Vellutato (Type Name) DONNA L. VELLUTATO TRUSTEE

Trustor: Joseph D. Vellutato (Type Name) JOSEPH D. VELLUTATO

STATE OF NEVADA ) ) ss COUNTY OF CARSON CITY )

On FEBRUARY 14, 1997 before me, the undersigned a Notary Public in and for said County and State, personally appeared Donna L. Vellutato and Joseph D. Vellutato known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me t he y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal. CHRISTINA SCOTT Notary Public - State of Nevada Appointment Recorded in Washoe County MY APPOINTMENT EXPIRES JAN. 26, 1998

Christina Scott Notary Public

SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

NORWEST FINANCIAL NEVADA 2, INC. 3861 S. CARSON ST. CARSON CITY, NV 89701

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

'97 FEB 20 P3:07

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LINDA SLATER RECORDER \$ 7.00 PAID K2 DEPUTY