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DEED OF TRUST

THIS DEED OF TRUST is made this 20 day of April, 1998, between Mary Ellen Kinion, of Stateline, Nevada, herein called Trustor, and Peter Brown, of Goodyear, Arizona, herein called Trustee, and Leonard Spink, of Stateline, Nevada, or his heir in interest, Peter Brown, upon the incapacity or death of Leonard Spink, herein called Beneficiary.

TRUSTOR HEREBY irrevocably grants, transfers and assigns to Trustee in Trust with Power of Sale, that property commonly known as 176 Meadow Lane, City of Stateline, County of Douglas, State of Nevada, and more particularly described as:

Lot 28, Block B, as shown on the map of Kingsbury Meadows Subdivision, filed in the office of the County Recorder of Douglas County, State of Nevada, July 5, 1955, Document No. 10542;

Assessor's Parcel No. 7-213-12;

together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and together with any reversions, remainders, rents, issues or profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply those 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 a Promissory Note executed concurrently herewith, and any extension or renewal thereof, in the principle sum of One Hundred Five Thousand Dollars (\$105,000.), executed by Trustor in favor of Beneficiary, or order. (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To perform and comply with each provision contained within the Contract of Sale executed April 10, 1998, by Trustor and Beneficiary, and incorporated herein by this reference.
2. To properly care for and keep said Property in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act upon the Property in violation of law; and to cultivate, irrigate, fertilize, prune and do all other acts that from the character or use of the Property may be reasonably necessary.
3. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights and powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. Upon written request of Beneficiary and presentation of this Deed of Trust and Note for endorsement, Trustee may, without liability therefore and without notice, (a) reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge of this Deed of Trust.
5. Any award of damages in connection with any condemnation for public use of or injury

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to the Property, or any part thereof, or any amount collected under any insurance policy on the Property is hereby assigned and shall be credited first to accrued interest, next to expenditures hereunder, and any remainder upon the principle, and interest shall thereupon cease upon the amount so credited upon principle; provided, however, that at the option of the Beneficiary, in writing, the entire amount collected or any part thereof may be released to the Trustor.

6. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Note and any other notes secured by this Deed of Trust to the Trustee for cancellation and retention, Trustee shall reconvey, without warranty, the Property to Trustor. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust.

7. This Deed of Trust shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not named as Beneficiary in this Deed of Trust, and the heirs, personal representatives, successors, and assigns of such person. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively or together and as often as deemed necessary.

8. Where not inconsistent with the above, the following covenants, Nos. 1, 3, 4 (5%), 5, 6, 7 (2%), 8, and 9 of NRS 107.030, as amended, are hereby adopted and made a part of this Deed of Trust.

9. The Promissory Note secured by this Deed of Trust is given as a part of the purchase price of the Property.

DATED this 20 day of April, 1998.

Mary Ellen Kinion

Mary Ellen Kinion, Trustor

STATE OF NEVADA

CARSON CITY

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On this 20 day of April, 1998, before the undersigned Notary Public, personally appeared Mary Ellen Kinion, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose names are subscribed to this instrument, and acknowledged that they executed it.

Sarah Poppenga



REQUESTED BY
Lora E. Mykes
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'98 MAY 18 P4:49

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LINDA SLATER
RECORDER

\$ 8.00 PAID *[Signature]* DEPUTY