

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this 19 day of JUNE  
A.D., 19 98, by and between DAVID M. CURRAN AND CAROL L. CURRAN, HUSBAND AND WIFE,  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP!

As Trustor, and STEWART TITLE OF DOUGLAS COUNTY  
a corporation duly organized and existing under and by virtue of the laws of the State of NEVADA

As Trustee, and NATIONSCREDIT FINANCIAL SERVICES CORPORATION

, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the GARDNERVILLE  
County of DOUGLAS State of Nevada, to-wit:

**LOT 320, AS SAID LOT IS HOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS, FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.**

**ASSESSOR'S PARCEL NO. 27-312-02**

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 177579.82 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.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The 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 situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ \_\_\_\_\_ amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this Deed of Trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend the Promissory Note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said Promissory Note by the Beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: If all or any part of the property or an interest in the property is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary at Beneficiary's option, may require immediate payment in full of the entire amount due under the Deed of Trust and Promissory Note. Beneficiary, at Beneficiary's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Trustor is transferring or selling the interest in the property. If Beneficiary does allow Trustor's successor in interest to assume the obligation, Trustor will be released from further obligation under this Deed of Trust and the Promissory Note secured by it. The following types of transfers will not give Beneficiary the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this Deed of Trust;
- (b) a transfer of rights in household appliances to a person who provides the Trustor with the money to buy these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;

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- (d) leasing the property for three years or less, so long as the lease does not include an option to buy;
- (e) a transfer to Trustor's relative resulting from death of the Trustor;
- (f) a transfer where Trustor's spouse or children become owners of the property;
- (g) a transfer to Trustor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Trustor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to the Trustor(s) addressed to 1041 ARROWHEAD GARNERVILLE, NV 89410 and such notice shall be binding upon the Trustor(s), assignee(s), or grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

*[Signature]*  
 DAVID M. CURRAN  
*[Signature]*  
 CAROL L. CURRAN

State of Nevada }  
 County of WASHOE } ss.

On this 19 day of JUNE, 19 98  
 before me, LISA L. VALERIO a Notary Public in and for said  
DOUGLAS County of Nevada personally appeared  
DAVID M. CURRAN AND CAROL L. CURRAN

known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that T he Y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal.



*[Signature]*  
 Notary Public in and for the County of Washoe State of Nevada.  
 My Commission Expires 8-17, 19 99.

Deed of Trust and Assignment of Rent	Trustor.	Trustee.	Beneficiary.	A.D., 19	Filed for record at the request of	NEVADA	OFFICE	A.D., 19	at	Min. past	o'clock	Page	and following, Records of	County, Nevada.	County Recorder	Deputy Recorder.	ICL - 165 (1-67)
	— TO —	— FOR —				(City)				M., in Vol	of						

WHEN RECORDED MAIL TO:	NATIONS CREDIT Financial Services Corporation of America 3348 Kietzke Lane Reno, NV 89502-4704	REQUESTED BY <b>STEWART TITLE of DOUGLAS COUNTY</b> IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA
		'98 JUN. 22 P.3:17
	0442540	LINDA SLATER RECORDER \$8.50 PAID DEPUTY.

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