

WHEN RECORDED MAIL TO:

LOCKHEED FEDERAL CREDIT UNION
P.O. Box 6759
Burbank, CA 91510

M77132LCP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust with Assignment of Rents and Request for Special Notice

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE
THIS DOCUMENT SECURES OBLIGATIONS INCLUDING THE REPAYMENT OF OBLIGATORY FUTURE ADVANCES

THIS DEED OF TRUST made OCTOBER 1 1998 between
EDWARD W. BETTS AND BARBARA A. BETTS, HUSBAND AND WIFE AS JOINT TENANTS
herein called TRUSTOR, whose address is 901 VALLEY VISTA DRIVE, CARSON CITY, NV 89705
(Number and Street) (City) (State)

T.D. SERVICE COMPANY, a California corporation, herein called TRUSTEE and LOCKHEED FEDERAL CREDIT UNION, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of DOUGLAS, State of NEVADA described as:

LOT 32, IN BLOCK J, AS SET FORTH ON THE MAP OF VALLEY VISTA ESTATES I, PHASE 1A, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, ON JUNE 2, 1994, IN BOOK 694, PAGE 437, AS DOCUMENT NO. 338792.

I, Trustor, agree that in the event of sale, transfer, conveyance, or alienation of the property described in the Deed of Trust or Mortgage securing this Agreement, (the Security) or any part thereof, or any interest therein, whether voluntary or involuntary, you (Beneficiary) shall have the right, at your option, to declare this Agreement, and all sums which I may owe, immediately due and payable. No waiver of this right shall be effective unless in writing. Consent by you to one such transaction shall not be a waiver of the right to require such consent to later transactions. I will notify you immediately if I enter into an agreement to sell or transfer all or part of the Security.

For the Purpose of Securing:

(1) All of the obligations of Trustor under that certain agreement entitled "Home Equity Secured Open-End Variable Rate Loan Agreement and Truth-in-Lending Disclosure Statement" between the Trustor and Beneficiary and dated OCTOBER 1, 19 98, (hereinafter referred to as "Agreement"), as said Agreement may be modified or the obligations secured thereby may be extended, renewed or replaced by other evidences of indebtedness from time to time. The Agreement provides for the payment of all sums of money with interest, at a rate or rates tied to an index and is, therefore, subject to change from time to time, and other changes which may be paid out or advanced by, or otherwise due to Trustee or Beneficiary under the provisions of the Agreement and this Deed of Trust. The amount secured hereby as of the date of this Deed of Trust is the Trustor's credit limit of \$ 80,000.00 (hereinafter referred to as the "credit limit"). This amount may be increased by the Beneficiary upon the Trustor's request and may be decreased by the Beneficiary upon notice to the other parties to the Agreement.

(2) payment, with interest thereon of any and all present or future indebtedness or obligations of Trustor (or any of them or any successor in interest to Trustor to the property) to Beneficiary, whether created directly or acquired by assignment, whether fixed or contingent, whether due or not, whether otherwise secured or not, or whether existing at the execution of this Deed of Trust or arising thereafter.

(3) payment of such additional sums, with interest thereon, as may hereafter be advanced to Trustor, or his successors or assigns, when evidenced by an Agreement reciting that they are secured by this Deed of Trust, and all extensions, modifications and renewals of such additional advances.

(4) payment, performance and discharge of every obligation, covenant and agreement of Trustor whether contained or incorporated by reference in this Deed of Trust, or contained in any document now or hereafter executed by Trustor in connection with the loan evidenced by the Agreement.

Variable Rate Loan. The Agreement secured by this Deed of Trust contains provisions which may result in increases in the ANNUAL PERCENTAGE RATE or in the Periodic Rate or in the periodic installments. Reference is hereby made to the Agreement and the Rider to Deed of Trust for provisions relating to such increases.

Agreement to Lend. Subject to the terms of the Agreement, Beneficiary is obligated to advance to Trustor an amount not to exceed Trustor's credit limit and Beneficiary is establishing for Trustor an Account in the amount of Trustor's credit limit. Trustor's credit limit is the maximum amount of unpaid balance to which Trustor will be entitled. Trustor's repayment during the term of the Agreement of all or a portion of the then unpaid balance will result in a corresponding increase in credit then available to Trustor under the Agreement.

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To Protect the Security of This Deed of Trust, Trustor Agrees:

To all the terms and provisions contained on page 2 and 3 hereof, (identical in all counties, and printed on page 2 and 3 hereof) which are to be the within references thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. Further, when used on the second page hereof the terms note or notes shall mean agreement.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 29246, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded

In Book _____ Page _____, Official Records of _____ as affecting above described property, executed by _____ as Trustor in which _____ is named as Beneficiary, and _____ be mailed to LOCKHEED FEDERAL CREDIT UNION whose address is P.O. Box 6759, Burbank, California 91510 _____ as Trustee,

Signature of Trustor

Signature of Trustor

Edward W Betts
EDWARD W BETTS

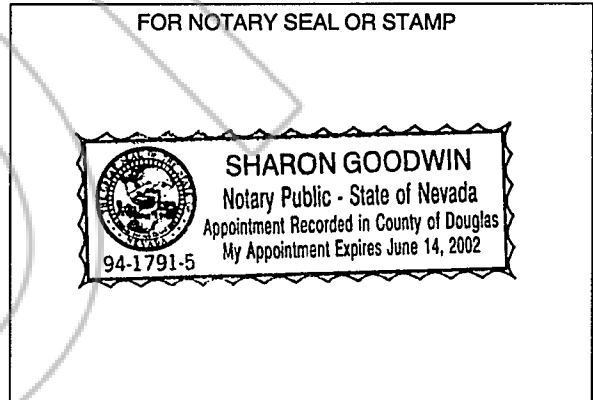
Barbara A. Betts
BARBARA A BETTS

STATE OF CALIFORNIA Nevada
COUNTY OF LOS ANGELES DOUGLAS } ss.

On OCTOBER 5 1998 before me,
Sharon Goodwin
personally appeared EDWARD W BETTS
and BARBARA A BETTS

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 Sharon Goodwin



The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be construed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste therefor; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or 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.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for said purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate specified in the principal indebtedness secured hereby, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That the assignment of the rents, issues and profits of said property is expressly intended to be absolute upon trustor's default for notice of default by trustee, however, trustor reserves the right prior to its default, in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and obtain such rents, issues and profits as they become due and payable. Upon any such default it is the express intention of the parties hereto that all rents, issues and profits shall be and they hereby are assigned absolutely to the beneficiary hereof as payment, pro tanto of the obligations secured hereunder. This assignment shall not cure or waive any default or notice of default hereunder.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applied to, inures to the benefit of, and binds all parties hereto, their heirs, legates, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

TO T.D. SERVICE COMPANY, TRUSTEE:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____
By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**DEED OF TRUST
WITH POWER OF SALE
(SHORT FORM)**

**T.D. SERVICE
COMPANY
AS TRUSTEE**

SOUTHERN CALIFORNIA
REGIONAL OFFICE:
P.O. Box 6343
Orange, California 92667-6343
(714) 385-4700
(213) 627-7131

NORTHERN CALIFORNIA
REGIONAL OFFICE:
3100 Oak Road, Suite 300
Walnut Creek, California 94596
(415) 944-9015
(415) 444-6623

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

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LINDA SLATER
RECORDER
\$10⁰⁰ PAID *SL* DEPUTY