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When Recorded, Return to:

Jean A. James

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6 Wrigley, Irvine, CA 92618

DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS

APN: 27-372-03.

THIS DEED OF TRUST, made this 30th day of April, 1999, between JAMES W. UTTERBACK AND DENISE R. UTTERBACK, husband and wife (Trustors), UNITED TITLE OF NEVADA, a Nevada corporation (Trustee) and JEAN A. JAMES, an unmarried woman. (Beneficiary)

WITNESSETH:

That Trustors do hereby GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto Trustee in trust with power of sale, all that certain property in the City of Gardnerville, County of Douglas, State of Nevada, more particularly described as follows:

Lot 11, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada on June 1, 1965, as Document No. 28309, and on June 4, 1965, as Document No. 28377.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

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1 THAT TRUSTORS:
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3 Grants a security interest to Beneficiary in the following described Collateral which
4 the Trustor now has or may hereafter acquire to Beneficiary pursuant to the Nevada
5 Uniform Commercial Code--Secured Transactions.

6 DESCRIPTION OF COLLATERAL

7 All chattels, furnishings, equipment, fixtures, personal property, construction
8 materials, and all other contents of every kind and nature, in each and every building or
9 structure that is now or that may be hereinafter erected on the Real Property, including
10 machinery, materials and equipment now or which may hereafter be used in the
11 construction or operation of the premises, including, but not by way of limitation, heating
12 and lighting equipment and fixtures, generators, oil burners, furnaces, piping, heating,
13 refrigeration, plumbing, air conditioning, gas and electrical equipment, apparatus and
14 fixtures, sprinkler systems and other fire prevention or extinguishing equipment or
15 apparatus which are now or may hereafter be located at the premises and all additions to,
16 substitutions for renewals and proceeds of any of the foregoing, together with all
17 attachments, substituted parts, accessories, accessions, improvements and replacements
18 thereof, including the equity of Trustor in any such item that is subject to a purchase
19 money or other prior security interest. (All such personal property, such additions,
20 substitutions and proceeds being sometimes hereinafter collectively referred to as the
21 "Project Personal Property.")

22 Together with Trustor's right, title and interest in and to all leases, licenses,
23 concessions, or similar agreements whether or not specifically herein described which now
24 or may hereafter pertain to the Real Property and all amendments to the same, including,
25 but not limited to the following:

- 26 a. All payments due and to become due under such leases, whether as rent,
27 damages, insurance payments, condemnation awards, or otherwise;
- 28 b. All claims, rights, powers, privileges and remedies under such leases; and
- c. All rights of the Trustor under such leases to exercise any election or
option, or to give or receive any notice, consent, waiver or approval, or to accept any
surrender of the premises or any part thereof, together with full power and authority in the
name of the Trustor, or otherwise, to demand and receive, enforce, collect, or receipt for
any or all of the foregoing, to endorse or execute any checks or any instruments or orders,
to file any claims or to take any action which Beneficiary may deem necessary or advisable
in connection therewith.

1 Together with all insurance policies required to be maintained by Trustor and all
2 proceeds of any judgment, award or settlement in any condemnation or eminent domain
3 proceeding.

4 Together with a license to use all trade names, trademarks or service marks now or
5 hereinafter used in connection with the use or operation of the Real Property for a period
6 of three (3) years following the recordation of any trustee's deed hereunder or deed in lieu
7 of foreclosure of this Deed of Trust.

8 Together with all tax refunds, bills, notes and accounts and charges receivable,
9 credits, claims, securities and documents of all kinds, and all instruments, contract rights,
10 general intangibles and all proceeds and products thereof, excepting therefrom any and all
11 cash on hand and in banks.

12 Together with all plans, specifications, soil reports, engineering reports, land
13 planning maps, surveys, and any other reports, exhibits or plans used or to be used in
14 connection with the construction, planning, operation or maintenance of the subject
15 premises, together with all amendments and modifications thereof.

16 SUBJECT, HOWEVER, to the following:

17 a. The right of Trustor to sell or otherwise dispose of any Project Personal
18 Property in the ordinary course of business, free and clear of the lien hereof; and

19 b. The leases and/or purchase money security interests pursuant to which
20 Trustor has acquired an interest in the fixtures or personalty covered hereby.

21 The Real Property and the Project Personal Property shall hereinafter collectively
22 be referred to as the "Property."

23 **FOR THE PURPOSE OF SECURING: Payment of the principal sum of**
24 **TWENTY-ONE THOUSAND SEVEN HUNDRED AND FIFTY AND 00/100THS**
25 **DOLLARS (\$21,750.00), according to the terms of: (1) a promissory note of even**
26 **date herewith made by Trustor, payable to order of JEAN A. JAMES, and all**
27 **extensions or renewals thereof; and (2) the performance of each agreement of**
28 **Trustor incorporated herein by reference or contained herein.**

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good
condition and repair; to complete in a good and workmanlike manner any building which
may be constructed thereon, and to pay when due all claims for labor performed and
materials furnished therefor; to comply with all laws, ordinances and regulations relating
to any alterations or improvements made thereon; not to commit or permit any waste

1 thereof; not to commit, suffer or permit any act to be done in or upon said property in
2 violation of any law, covenant, condition or restriction affecting said property; to cultivate,
3 irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper
4 manner, which, from the character or use of said property, may be reasonably necessary,
the specific enumerations herein not excluding the general.

5 2. Trustor agrees to pay and discharge all costs, fees and expenses of this
6 trust incurred in connection with any default by Trustor.

7 3. During the continuance of this trust, Trustor covenants to keep all
8 buildings that may be on said property in good repair and insured against loss by fire, with
9 extended coverage endorsement, in a company or companies authorized to issue such
10 insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall
11 equal the total indebtedness secured by this Deed of Trust and all obligations having
12 priority over this Deed of Trust, or the maximum full insurable value of such buildings,
13 whichever is less. Said insurance shall be payable to Beneficiary to the amount of the
14 unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said
15 insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as
16 further security, and in default thereof, Beneficiary may procure such insurance and/or
17 make such repairs, and expend for either of such purposes such sum or sums as
18 Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or
19 other insurance policy may be applied by Beneficiary upon the indebtedness secured
20 hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary,
21 the entire amount so collected, or any part thereof, may be released to Trustor. Such
22 application or release shall not cure or waive any default or notice of default hereunder or
23 invalidate any act done pursuant to such notice.

24 4. Trustor promises and agrees that if, during the existence of this trust, there
25 be commenced or pending any suit or action affecting said property, or any part thereof,
26 or the title thereto, or if any adverse claim for or against said property, or any part thereof,
27 be made or asserted, Trustor will appear in and defend any such matter purporting to
28 affect the security and will pay all costs and damages arising because of such action.

5. 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 Beneficiary in the same
manner and with the same effect as herein provided for disposition of proceeds of
insurance.

6. Trustee shall be under no obligation to notify any party hereto of any
pending sale of said property, whether such sale is by foreclosure or otherwise, or of any
action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless
brought by Trustee.

1 7. By accepting payment of any sum secured hereby after its due date,
2 Beneficiary does not waive Beneficiary's right either to require prompt payment, when
3 due, of all other sums so secured or to declare default, as herein provided, for failure to so
4 pay.

5 8. At any time, and from time to time, without liability therefor and upon
6 written request of Beneficiary and presentation of this Deed of Trust and the note secured
7 hereby for endorsement, and without affecting the personal liability of any person for
8 payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the
9 remainder of said property, Trustee may: reconvey any part of said property; consent in
10 writing to the making of any map or plat thereof; join in granting any easement thereon, or
11 join in any extension agreement or subordination agreement in connection herewith.

12 9. Upon receipt of written request from Beneficiary reciting that all sums
13 secured hereby have been paid and upon surrender of this Deed of Trust and the note
14 secured hereby to Trustee for cancellation and retention, or such other disposition as
15 Trustee, in Trustee's sole discretion, may choose, and upon payment of Trustee's fees, the
16 Trustee shall reconvey, without warranty, the property then held hereunder. The recitals
17 in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof.
18 The Grantee in such reconveyance may be described in general terms as "the person or
19 persons legally entitled thereto."

20 10. Should Trustor default in the payment of any indebtedness secured hereby,
21 or in the performance of any of the covenants and agreements herein contained or
22 incorporated herein by reference, Beneficiary may declare all sums secured hereby due and
23 payable in accordance with Nevada law.

24 11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees-a
25 reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted
26 and made a part of this Deed of Trust.

27 12. Trustor agrees to pay any deficiency arising from any cause after
28 application of the proceeds of the sale held in accordance with the provisions of the
covenants hereinabove adopted by reference.

 13. This Deed of Trust applies to, inures to the benefit of, and binds all parties
hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.
It is expressly agreed that the trust created hereby is irrevocable by Trustor.

 14. Trustee accepts this trust when this Deed of Trust, duly executed and
acknowledged, is made a public record as provided by law, reserving, however, unto the
Trustee, the right to resign from the duties and obligations imposed herein whenever
Trustee, in its sole discretion, deems such resignation to be in the best interest of the
Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

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2 15. In this Deed of Trust, whenever the context so requires, the masculine
3 gender includes the feminine and/or neuter, and the singular number includes the plural.
4 The term "Beneficiary" includes any future holder of the note secured hereby. The term
5 "Trustor" includes the term "Grantor."

6 16. This Deed of Trust is executed by Trustors and accepted by Beneficiaries
7 with the understanding and upon the express condition that if Trustor should make default
8 in the performance of any of the covenants and agreements herein set forth, then and in
9 that event the full amount of the principal indebtedness secured hereby shall forthwith be
10 and become wholly due and payable, notwithstanding the fact that the same would not
11 otherwise be due according to the terms of the Promissory Note secured hereby, and
12 further, that the relationship of landlord and tenants shall exist as between the purchaser of
13 the real property covered hereby upon foreclosure proceedings, and Trustor and his
14 successors in interest may be removed therefrom by any proceeding authorized by law,
15 including an unlawful detainer action, in the event the possession of said real property
16 should not be voluntarily surrendered to such purchaser.

17 17. Provided, however, that if all or any portion of the property which is the
18 subject of this Deed of Trust herein described is conveyed from Trustor by Deed, contract,
19 execution, instrument or any other mode or means, voluntarily or involuntarily, which will
20 effect, in law or equity, a divestiture of Trustor's interest or title in said property, the Note
21 secured hereby shall accelerate and the entire balance of principal and interest shall
22 forthwith become due and payable without notice or demand.

23 Executed this 30th day of April, 1999.

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26 James W. Utterback

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Denise R. Utterback

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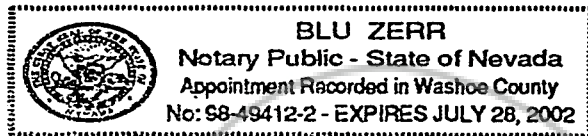
ACKNOWLEDGEMENT

STATE OF NEVADA)

COUNTY OF WASHOE)

ss.

This instrument was acknowledged before me on this 30th day of April, 1999, by James W Utterback and Denise R. Utterback.



[Signature]

Notary Public - State of Nevada

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
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