

# RELEASE OF DEED OF TRUST LIEN

STATE OF TEXAS §  
COUNTY OF DALLAS §

WHEREAS, on August 1, 1994, MARY C. FACKLER, did execute one certain PROMISSORY NOTE (the "NOTE"), payable to BLANCHE M. STANLEY, and

WHEREAS, a DEED OF TRUST securing said Note was executed on August 23, 1994, and

WHEREAS, a true and correct copy of said DEED OF TRUST is attached hereto as Exhibit "A", and

WHEREAS, ROBERT B. SOMERS was the trustee appointed under said DEED OF TRUST, and

WHEREAS, said BLANCHE M. STANLEY, as a gift to MARY C. FACKLER, does desire to declare said Note to be null and void and to release said MARY C. FACKLER from any liability thereon,

NOW, THEREFORE, BLANCHE M. STANLEY does hereby, by this act, hereby release all liens, encumbrances, claims, mortgages and all other rights in and to the DEED OF TRUST in all respects.

SIGNED THIS THE 5th DAY OF FEBRUARY, 1998.

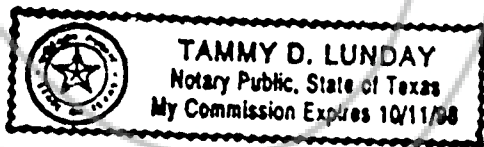
  
ROBERT B. SOMERS, TRUSTEE

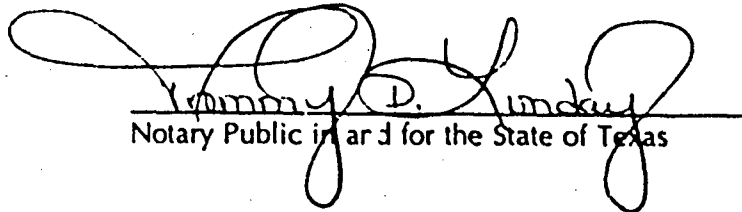
  
BLANCHE M. STANLEY, BENEFICIARY

### ACKNOWLEDGEMENT

State of Texas §  
County of Dallas §

This instrument has been acknowledged before me this the 5th day of FEBRUARY, 1998.



  
Notary Public in and for the State of Texas

SEAL

MAR 26 1998

BX5177PG0927

0489114

BK0300PG6149

The State of ~~Texas~~ <sup>NEVADA</sup>

} Know All Men by These Presents:

County of DOUGLAS

That MARY CAE FACKLER

of DOUGLAS County, ~~Texas~~ <sup>Nevada</sup> hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by ROBERT B. SOMERS Trustee, party of the second part, of DALLAS County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of DOUGLAS in the State of ~~Texas~~ <sup>Nevada</sup> to-wit:

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

BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 2 AS SET FORTH ON THAT CERTAIN PARCEL MAP RECORDED AT THE REQUEST OF EDWARD P. TRACY, ET AL, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 29, 1981, AS DOCUMENT NO. 58642, IN BOOK 781, OF OFFICIAL RECORDS AT PAGE 1757.

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

SEAL

348181

BK1094PG1635

BK5177PG0928

0489114

BK0300PG6150

MAR 26 1998

That, Whereas, the said parties of the first part are justly indebted to **BLANCIE M. STANLEY**

party of the third part herein, as evidenced by **ONE** certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

The Deed of Trust Note executed on August 3, 1994, in the principal sum of One Hundred Fifty Three Thousand Nine Hundred Thirty Four and 53/100 Dollars (\$153,934.53) and being payable to Blanche M. Stanley of Dallas, Texas.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County, in which said real estate is situated, to sell the same, in accordance with such advertisement, at public vendue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, the holder of said indebtedness shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of the holder of said indebtedness which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that the party of the second part, or any employee, agent or representative of the holder of said indebtedness may make such service as aforesaid.

In any event, with or without cause or reason, at the option of the holder of the indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed and stipulated by parties of the first part that in the event of any sale, under the terms of this deed of trust by the Trustee or a successor substitute Trustee, of the above described property, parties of the first part, their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with a Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the Parties of the First Part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

348181

0489114

BK1094PG1636

SEAL

BK0300PG6151

MAR 26 1998

BK5177PG0929

WITNESS hand this

day of 8/23 .1994

Mary C. Fackler

Mailing addresses of grantees are:

Mailing address of trustee:

Mailing address of each beneficiary:

Name: ROBERT B. SOMERS
Address: Attorney at Law
801 East Campbell Road (214) 437-9260
Suite 140
Richardson, Texas 75081

Name:
Address:
Name:
Address:

NEVADA (Acknowledgment)

STATE OF CARSON CITY
COUNTY OF Carson City

This instrument was acknowledged before me on the 23rd day of August .1994
by Mary C. Fackler

My commission expires:
REBECCA D. WHITNEY
Notary Public - Nevada
Carson City
My Appointment Expires Jun. 1, 1998

Rebecca D. Whitney
Notary Public, State of NEVADA
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of .19
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of .19
by of a corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of . A.D. 19 at o'clock M., and was duly recorded by me on the day of . A.D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L.S.)

County Clerk 348181 County, Texas
By Deputy.

BK1094PG1637 SEAL

MAR 26 1998

BK5177PG0930

0489114

BK0300PG6152

MAR 26 1998

IN  
Trust

For Benefit of

TO

Trustee

WHEN RECORDED RETURN TO  
**ROBERT B. SOMERS**  
Attorney at Law  
801 East Campbell Road (210) 437-9266  
The Ogee Company, P.O. Box 1141, TX 75238  
Richardson, Texas 75081

BK5177PG0931

2192846

OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY  
**Robert Somers**  
98 MAR 26 PM 12:16

REQUESTED BY  
**Robert B. Somers**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

JOE MELCHER  
COUNTY RECORDER

94 OCT 10 P4:12

FEE 11<sup>00</sup> DEP. 30

348181

SUZANNE BEAUREAU  
RECORDER

SEAL

BK1094PG1638

12<sup>00</sup> MAIL *PK* DEPUTY

11000

0489114

BK0300PG6153

COPY

**CERTIFIED COPY**

THE FOREGOING DOCUMENT IS A FULL  
TRUE AND CORRECT COPY OF THE  
RECORD IN THE OFFICE OF COUNTY  
RECORDER, WASHOE COUNTY, NEVADA  
WITNESS MY HAND AND SEAL THIS

29 DAY OF March, 2000  
KATHRYN L. BURKE, COUNTY RECORDER  
BY K. Merola DEPUTY

**SEAL**

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAR 31 PM 12:41

LINDA SLATER  
RECORDER

12<sup>00</sup> PAID KJ DEPUTY

0489114

BK0300PG6154