

APN 1320-02-002-004

**ALL-INCLUSIVE  
DEED OF TRUST**

THIS ALL-INCLUSIVE DEED OF TRUST entered into this 15th day of September, 2000, by and between CRAIG TOLMAN and CYNDI TOLMAN, husband and wife, hereinafter called the "Trustors", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, hereinafter called the "Trustee", and DAVID L. SHRIVER, a married man, as his sole and separate property, hereinafter called the "Beneficiary",

**W I T N E S S E T H:**

That Trustors hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with power of sale, all that certain property situate in the County of Douglas, State of Nevada, being Assessor's Parcel No. 1320-02-002-004, commonly known as 1323 Porter Drive, Minden, Nevada, more particularly described as follows, to wit:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 and North 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 13 North, Range 20 East, M.D.B.&M.

Parcel C of Parcel Map No. 1 for FRANK T. GOCHIE and PAULETTE J. GOCHIE, filed April 22, 1977, as File No. 08623, in Book 477 of Official Records at Page 1091, Douglas County, Nevada.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustors now have or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of ONE HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED and no/100's DOLLARS (\$181,500.00) as follows:

\$181,500.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustors and delivered to Beneficiary, and payable to his order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to the Trustors when evidenced by a Promissory Note or notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustors promise and agree to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (10%); 5; 6; 7 (10%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this All-Inclusive Deed of Trust.

THIRD: The Trustors will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The Policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, the Trustors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Trustors. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Trustors and the Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the Trustors at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustors in and to any insurance policies then in force shall pass to the purchaser or grantee.

FOURTH: Trustors agree that they will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustors to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by him on account of the last maturing installments of such indebtedness.

SIXTH: Trustors will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustors to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

SEVENTH: Trustors hereby assign to the Trustee all rents, income, maintenance fees and other benefits to which Trustors may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustors so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustors to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustors, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustors without discharging the Trustors from liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the



obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustors and accepted by Beneficiary with the understanding and upon the express condition that if Trustors should make default in the performance to Beneficiary of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustors.

THIRTEENTH: The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the following address: 1642 Nansue Lane  
Minden, NV 89423

FOURTEENTH: This Deed of Trust is all-inclusive as to any senior Deeds of Trust of record and the holders hereof agree to be responsible for the payment of all installments of interest, principal or other sums secured by said senior Deeds of Trust, providing and as long as payments secured by this Deed of Trust are made when due by the Trustors herein or their successors in interest. In the event of default under this obligation, the Trustors, or their successors in interest, agree in addition to the costs secured by this Deed of Trust to pay all costs which may be incurred by reason of any notices filed on any of the senior Deeds of Trust of record and the failure to pay such costs, the same being due when incurred, shall constitute a default hereunder. Any waiver of the foregoing from time to time shall not be construed as waiver of any subsequent breaches of the terms named herein.

FIFTEENTH: It is hereby acknowledged that this All-Inclusive Deed of Trust is subject to the following:

(1) A Deed of Trust originally in favor of CAPITOL COMMERCE MORTGAGE CO., recorded January 12, 1999, in Book 199, Pages 2044-2053, Document No. 458575, Official Records of Douglas County, Nevada, with the beneficial interest assigned to RESIDENTIAL FUNDING CORPORATION by Assignment recorded March 22, 1999, in Book 399, Page 4883, Document No. 463841, Official Records of Douglas County, Nevada, and re-recorded April 16, 1999, in Book 499, Page 3378, Document No. 465922, Official Records of Douglas County, Nevada, securing a Promissory Note dated January 8, 1999, in the

original amount of ONE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED and no/100's DOLLARS (\$124,400.00), with an unpaid balance in the approximate amount of ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED and no/100's DOLLARS (\$122,500.00) as of this date, bearing interest at the rate of 7.875% per annum, payable in monthly installments of ONE THOUSAND EIGHTY-SIX and 18/100's DOLLARS (\$1,086.18); and

(2) A Deed of Trust originally in favor of GREAT WESTERN FINANCIAL SERVICES, INC., recorded January 12, 1999, in Book 199, Pages 2056-2062, Document No. 458577, Official Records of Douglas County, Nevada, with the beneficial interest assigned to BANK ONE ARIZONA by Assignment recorded January 12, 1999, in Book 199, Page 2054, Document No. 458576, Official Records of Douglas County, Nevada, securing a Promissory Note dated January 11, 1999, in the original amount of TWENTY-FIVE THOUSAND and no/100's DOLLARS (\$25,000.00), with an unpaid balance in the approximate amount of TWENTY-FOUR THOUSAND TWO HUNDRED and no/100's DOLLARS (\$24,200.00) as of this date, bearing interest at the rate of 8.5% per annum, payable in monthly installments of TWO HUNDRED TWENTY-FIVE and no/100's DOLLARS (\$225.00).

SIXTEENTH: Irrespective of any provision of this Deed of Trust to the contrary notwithstanding, any demands for sale delivered to Trustee for the foreclosure of this Deed of Trust shall be reduced by such unpaid balances, if any, of principal, interest and charges existing upon the ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED and no/100's DOLLARS (\$122,500.00) and TWENTY-FOUR THOUSAND TWO HUNDRED and no/100's DOLLARS (\$24,200.00) obligations, referred to in Paragraph FIFTEENTH above, as exist at the time of the Trustee's sale upon such foreclosure, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale.

SEVENTEENTH: Notwithstanding anything to the contrary herein contained, the right of Trustors to prepay all or any portion of the principal of the Note secured hereby is limited to the extent of any limitation in the right to prepay the principal of the Underlying Notes. If any prepayments of principal of the Note secured hereby shall, by reason of mandatory application of any portion thereof by Beneficiary to the prepayment of principal of the Underlying Notes constitute such prepayment for which the holders of the Underlying Notes are entitled to receive a prepayment penalty or consideration, the amount of such prepayment penalty or consideration shall be paid by Trustors to Beneficiary upon demand, and any such amount shall not reduce the unpaid balance of principal or interest hereunder.

EIGHTEENTH: Trustors shall pay to Beneficiary such additional amounts as may be required by the holder of the underlying Notes for tax or insurance premium impound accounts. Such additional amounts shall be paid to the holder of said Underlying Notes maintaining such impound account. Trustors and

Beneficiary agree that if any portion of said impound account is applied by the holder of the Underlying Notes in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Note. Any impound account amount paid directly to the Beneficiary by the holder of the Underlying Notes will be paid to Trustors by Beneficiary upon receipt thereof.

NINETEENTH: By Beneficiary's acceptance of this All-Inclusive Purchase Money Deed of Trust, Beneficiary covenants and agrees that provided Trustors are not delinquent or in default under the terms of the Note secured hereby, Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Notes as and when the same become due and payable. In the event Trustors shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the Underlying Notes until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Notes at the time when Trustors are not delinquent or in default under the terms of the Note secured hereby, Trustors may, at Trustors' option make such payments directly to the holders of such Underlying Notes, in which event Trustors shall be entitled to a credit against the next installment of principal and interest due under the terms of the Note secured hereby equal to the amount so paid and including, without limitation, any penalty, charges and expenses paid by Trustors to the holders of the Underlying Notes on account of Beneficiary failing to make such payment. The obligations of Beneficiary hereunder shall terminate upon the earliest of (i) foreclosure of the lien of this All-Inclusive Purchase Money Deed of Trust, or (ii) cancellation of the Note secured hereby and reconveyance of this All-Inclusive Purchase Money Deed of Trust.

Should Trustors be delinquent or in default under the terms of the Note secured hereby, Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Underlying Notes during the period of such delinquency or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustors to Beneficiary.

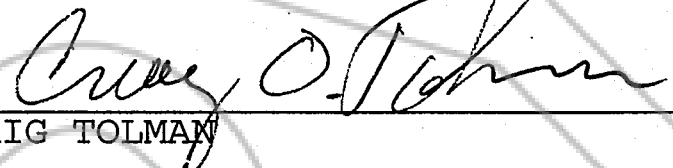
TWENTIETH: At such time as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary hereunder shall be first reduced by the then unpaid balances of principal and interest on the Underlying Notes.



TWENTY-FIRST: In the event it becomes necessary for payment of taxes and/or insurance to be increased or decreased, Trustors agree that payment due hereunder shall adjust accordingly.

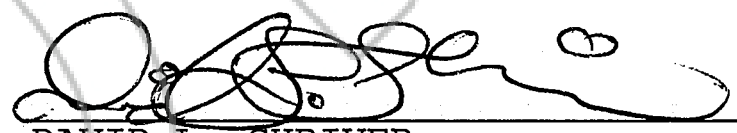
TWENTY-SECOND: In the event the herein described real property, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Trustors, or by operation of law, or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the Beneficiary thereof, and without demand or notice, shall immediately become due and payable.

IN WITNESS WHEREOF, the Trustors have caused this All-Inclusive Deed of Trust to be executed the day and year first above written.

  
CRAIG TOLMAN

  
CYNDI TOLMAN

The undersigned Beneficiary joins in the execution hereof to evidence his consent to the terms of the All-Inclusive Deed of Trust.

  
DAVID L. SHRIVER

STATE OF NEVADA )  
 : ss.  
COUNTY OF DOUGLAS )

Sept. 15, 2000, This instrument was acknowledged before me this  
wife. by CRAIG TOLMAN and CYNDI TOLMAN, husband and



Mary H. Kelsh  
Notary Public

STATE OF NEVADA )  
 : ss.  
COUNTY OF DOUGLAS )

Sept. 15, 2000, This instrument was acknowledged before me this  
by DAVID L. SHRIVER, a married man.



Mary H. Kelsh  
Notary Public

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REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 SEP 15 PM 3:36

LINDA SLATER  
RECORDER

\$140<sup>00</sup> PAID BC DEPUTY

MCDONALD CARANO WILSON McCUNE  
BERGIN FRANKOVICH & HICKS LLP  
ATTORNEYS AT LAW  
RENO, NEVADA 89505-2670

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