

✓ WHEN RECORDED MAIL TO:  
Robert and Cathy Weise  
c/o Bruce Robb, Esq.  
201 W. Liberty Street, 3rd Flr.  
Reno, NV 89501

APN: 01-202-040

**THIRD DEED OF TRUST**

THIS THIRD DEED OF TRUST, made this 30<sup>th</sup> day of October, 2000, by and between JAMES AND DARLENE McCORD, husband and wife Trustor, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, Trustee, and ROBERT AND CATHY WEISE, husband and wife, Beneficiary.

**WITNESSETH:**

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Washoe, State of Nevada, known as unimproved property, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has 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 rights of any type or nature (except as specifically excluded in the legal description above), and all and singular the tenements, hereditaments appurtenances hereunto 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 \$357,000.00, evidenced by a Promissory Note of even date herewith, with interest thereon, according to the terms of said Note, which by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiaries, and payable to the order of Beneficiaries, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiaries, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any 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; and to permit Beneficiaries to enter at all reasonable times for purpose of inspection.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiaries, for at least such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in the event such maximum insurable value is less than the foregoing, and shall be payable to Beneficiaries to the amount of the unsatisfied obligation to Beneficiaries hereby secured, and to deliver the policy to Beneficiaries or to collection agent of Beneficiaries, and default thereof, Beneficiaries may procure such insurance and/or make such repairs, and expend for either such purposes such sum or sums as Beneficiaries shall deem proper.

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

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

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenants herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorize Trustee, or a receiver to be appointed on application of Trustee or Beneficiaries, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any Trustee's Sale held hereunder, Trustee shall sell the property herein described as a

single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiaries or other absent person.

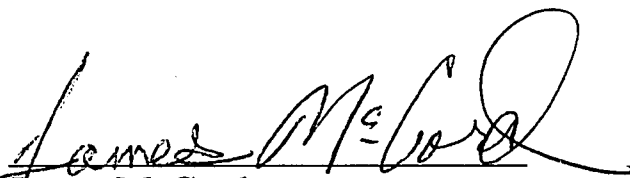
EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

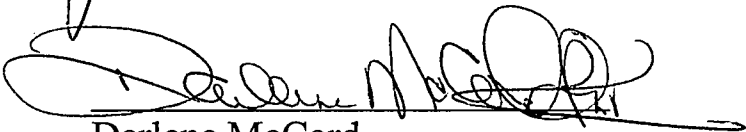
NINTH: This Deed of Trust is executed by Trustor and accepted by Beneficiaries with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtedness secured hereby 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, and further, that the relationship of landlord and tenants shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and his successors in interest may be removed therefrom by and proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

TENTH: DUE ON SALE OR TRANSFER: If any portion of the property which secures this Deed of Trust is conveyed by maker by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, which will effect, in law or equity, a divestiture of maker's interest or title in said property, then and in that event, the Note secured hereby shall accelerate and the entire amount of the balance of principal and accrued shall forthwith become due and payable without notice or demand.

ELEVENTH: This instrument secures future advances to the maximum amount of \$220,000.00 at the option of the Beneficiary hereunder. The provisions of NRS 106.300 to 106.400, inclusive, shall apply to this instrument.

TWELFTH: This Deed of Trust shall be interpreted, governed, and controlled by the laws of the State of Nevada.

  
James McCord

  
Darlene McCord

STATE OF }  
 } :SS.  
COUNTY OF }

This instrument was acknowledged before me on the 30<sup>th</sup> day of October, 2000 by JAMES McCORD.

*Andrea King*

NOTARY PUBLIC



STATE OF }  
 } :SS.  
COUNTY OF }

This instrument was acknowledged before me on the 30<sup>th</sup> day of October, 2000 by DARLENE McCORD.

*Andrea King*

NOTARY PUBLIC

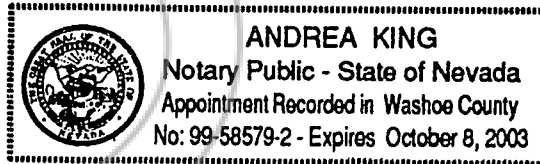
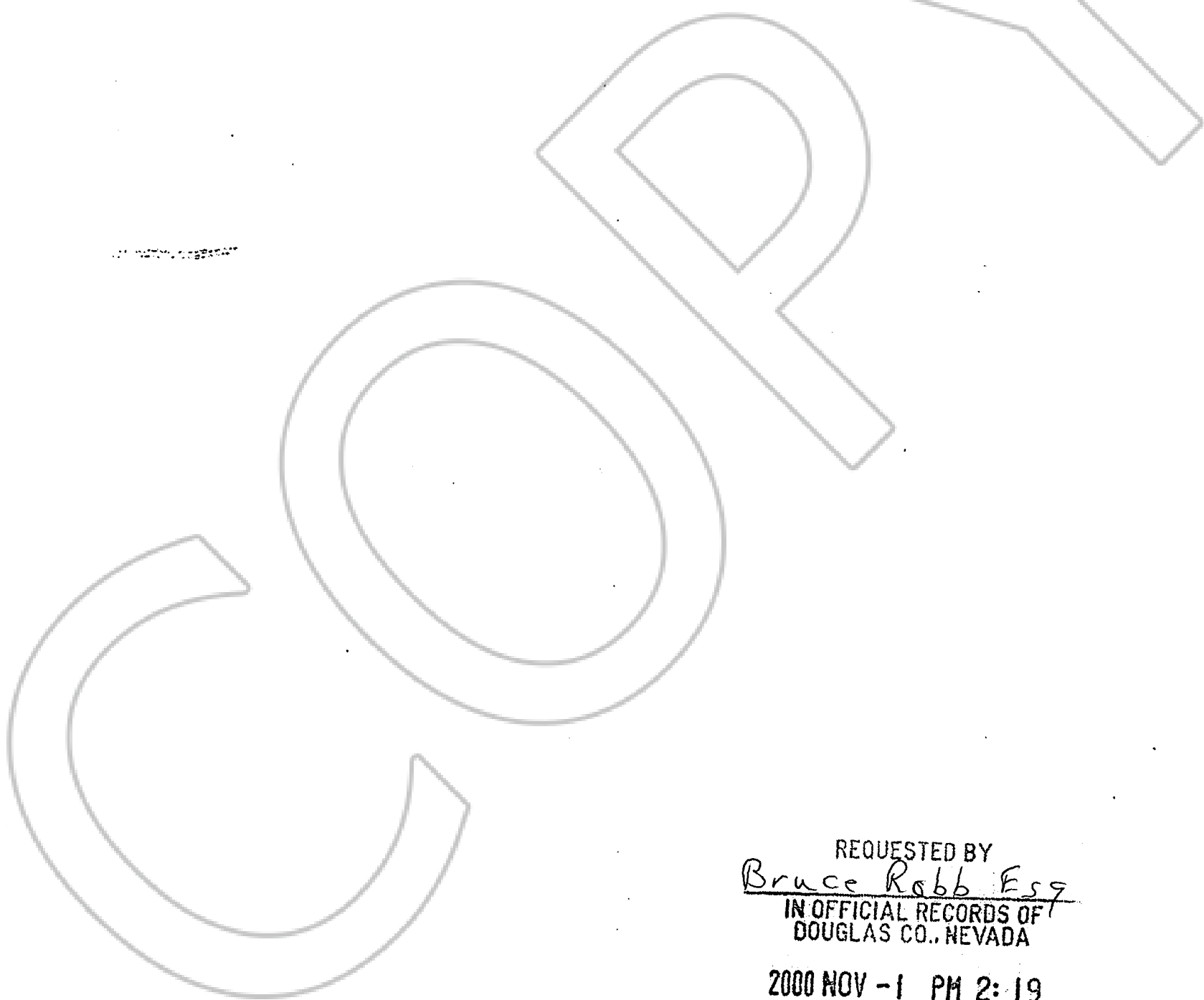


EXHIBIT "A"

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 18 in Block A, as shown on the map of GLENBROOK, UNIT NO. 3-A, filed for record in the Office of the County Recorder of Douglas County, State of Nevada on June 13, 1980, as Document No. 45299, in Book 680 of Maps, Page 1269, and amended thereto recorded March 3, 1981 in Book 381 of Official Records, Page 117, as Document No. 53983, of Douglas County, Nevada.



REQUESTED BY  
Bruce Robb Esq  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 NOV -1 PM 2:19

LINDA SLATER  
RECORDER

\$ 11.00 PAID K2 DEPUTY

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