

RECORDING REQUESTED BY:

MARQUIS TITLE & ESCROW, INC.
20190508

AND WHEN RECORDED MAIL TO:

James F. Hurley
P.O. Box 10648
Zephyr Cove, NV 89448-2648

APN # 1420-08-211-040

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust with Assignment of Rents

THIS DEED OF TRUST, made this January 17, 2001, between Gerald P. Hurley, a single man, herein called *Trustor*, whose address is 1022 Ridgeview Ct., Carson City, Nevada 89705-8054; James F. Hurley or James A. Hurley, individually or jointly, herein called *Trustees*; and the James F. Hurley and Carol A. Hurley Revocable Living Trust dated 11/16/1990, herein called the *Beneficiary*,

WITNESSETH: That Trustor irrevocably grants, transfers, and assigns to Trustees in trust, with power of sale, that real property in the County of Douglas, State of Nevada, described as:

Legal description:

Lot 2, Block K, as set forth on the Final Map of SUNRIDGE HEIGHTS, PHASES 4 and 5A, a Planned Unit Development, filed for record in the Office of the County Recorder of Douglass County, State of Nevada, on July 1, 1994, in Book 794, Page 1, as Document No. 340968.

More commonly known as:

1022 Ridgeview Ct., Carson City, Nevada 89705-8054
A.P.N. # 1420-08-211-040

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues, and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$ **135,000.00**, any additional sums and interest thereon hereafter loaned by the Beneficiaries to the then record owner of said property, which loans are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, any lawful charge made by the Beneficiaries for a statement regarding the obligations secured hereby requested by or for Trustor, and the performance of each agreement herein contained.

In the event the herein described property, any part thereof, or any interest therein is sold, agreed to be sold, conveyed, or alienated by Trustor, or by the operation of Law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder thereof and without demand or notice shall immediately become due and payable.

Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to him at his address given herein.

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THE FOLLOWING IS A COPY OF THE PROVISIONS OF PART A AND THE PROVISIONS OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON PAGE 1 HEREOF.

A. 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 constructed, 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 thereof; 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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
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 encumbrances, 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.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.
6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustees, 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 Trustees being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustees; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay his reasonable fees.

B. Furthermore, it is mutually agreed that:

1. 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.
2. 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.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustees may reconvey all or 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 or any agreement subordinating the lien or charge hereof.

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4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, upon surrender of this Deed of Trust and said note to Trustees for cancellation and retention, and upon payment of its fees, Trustees shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust 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."
5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and shall execute or cause the Trustees to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each county wherein said real property or some part thereof is situated.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustees this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustees to proceed with a sale of the property described herein, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustees, without demand on Trustor, shall sell said property at the time and place fixed by it 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. Trustees 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 and place fixed by the preceding postponement. Trustees shall deliver to the 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, Trustees, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustees shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight (8%) percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. 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. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustees are 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 Trustees shall be a party unless brought by Trustees.
9. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein

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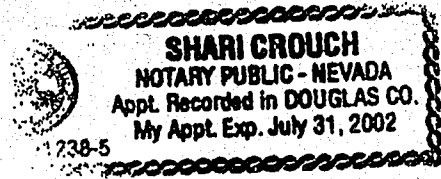
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Signatures & Acknowledgment:

Gerald P. Hurley

Gerald P. Hurley, Trustor



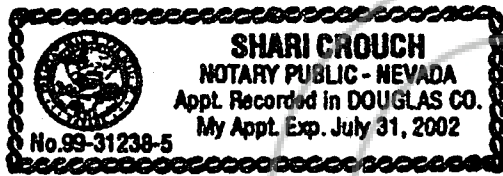
Certificate of Notary's Acknowledgment

State of Nevada)
)
County of Douglas) ss.

On 1/15/01 (date) before me SHARI CROUCH
[insert name and title of the officer], personally appeared: **Gerald P. Hurley**
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Shari Crouch
Signature of Notary (Seal)



REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 JAN 17 AM 10:13

LINDA SLATER
RECORDER

\$10 PAID *KJ* DEPUTY

Deed of Trust with Assignment of Rents
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