

2001-43619-RCM  
A.P.N. 03-022-320  
Recording Requested by:

When Recorded Mail to:  
First Republic Bank  
101 Pine Street  
San Francisco, CA 94111

Attn: Loan Review Department  
RE: Loan Number: 60-052243-3

(Space Above This Line For Recording Data)

**EQUITY LINE OF CREDIT  
DEED OF TRUST**

THIS EQUITY LINE OF CREDIT DEED OF TRUST ("Security Instrument") is made on April 5, 2001. The Trustor is Richard S. Long, Trustee of the Richard S. and Cynthia A. Long Trust, dated September 12, 1983 and amended August 11, 1988 and amended March 30, 1992

\_\_\_\_\_ ("Borrower").  
The trustee is Fidelity National Title Insurance Company ("Trustee"). The beneficiary is First Republic Bank which is organized and existing under the laws of Nevada, and whose address is 101 Pine Street, San Francisco, CA 94111 ("Lender").

This Security Instrument secures (a) all of the obligations of Borrower under that certain agreement entitled EQUITY SECURED LINE OF CREDIT AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE between Borrower and Lender (the Note) as the Note may be modified, extended, renewed or replaced from time to time. The Note provides, among other things, for the establishment of a revolving line of credit in the maximum amount of \$ 1,800,000.00, an adjustable interest rate tied to an index and other charges, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, located in DOUGLAS, County, Nevada:

See Legal Description attached hereto and by this reference made a part hereof.

which has the address of: 1640 South Peak Road, Glenbrook,  
[Street] [City]  
Nevada 89448 ("Property Address");  
[ZIP]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. S 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**22. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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23. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

24. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ AS PERMITTED BY STATE LAW

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Equity Line Rider**                       Condominium Rider                       1-4 Family Rider
- Graduated Payment Rider               Planned Unit Development Rider               Biweekly Payment Rider
- Balloon Rider                               Rate Improvement Rider                       Second Home Rider
- Other(s) [specify] Inter Vivos Rider
- Exhibit "A" (Legal Description)

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

WITNESSES:

Richard S. Long (Seal) \_\_\_\_\_ (Seal)  
**Richard S. Long, Trustee** -Borrowe                      -Borrowe

Social Security 6495 \_\_\_\_\_ Social Security \_\_\_\_\_  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrowe                      -Borrowe

Social Security \_\_\_\_\_ Social Security \_\_\_\_\_

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

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STATE OF CALIFORNIA  
COUNTY OF NAPA } S.S.

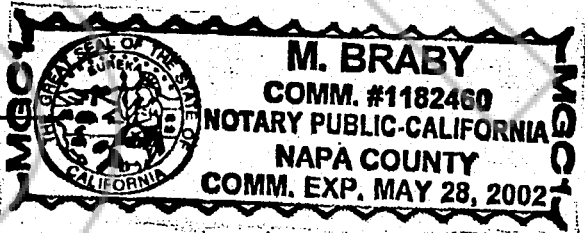
On 4-6-01 before me,

the undersigned  
a Notary Public in and for said County and State, personally  
appeared RICHARD J. LONG

personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name (s) is/are  
subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature M. Braby



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FIRST REPUBLIC BANK  
It's a privilege to serve you.<sup>SM</sup>

**FirstLine™**  
**EQUITY LINE RIDER**

LOAN NUMBER 60-052243-3

**THIS EQUITY LINE RIDER is a true and correct copy of the EQUITY SECURED LINE OF CREDIT AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE. To the extent the provisions of this EQUITY LINE RIDER are inconsistent with the provisions of the Security Instrument, then the provisions of this EQUITY LINE RIDER shall control.**

**EQUITY SECURED LINE OF CREDIT AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE**

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE**

**1. YOUR AGREEMENT.** In this Agreement and Disclosure ("Agreement"), the words "you," "your" and "yours" mean each and all of the borrowers named herein. The word "Lender" means First Republic Bank and/or its successors and assigns. You agree to all of the following terms.

**2. TERM.** Subject to any early termination of your Account, your Account has a term of 2 years, which term shall begin on the date the deed of trust on your home is recorded (the "Term of your Account"). During the Term of your Account you may borrow, pay back and re-borrow funds from your Account at any time. When the Term of your Account ends, you will no longer be able to borrow from your Account and you will pay Lender the entire amount owing on your Account as stated in the Payment Section, Section 12 below.

**3. ADVANCES FROM YOUR ACCOUNT.** You may borrow funds (obtain an "Advance") from your Account by:

(a) Writing a FirstLine Check on your Account. FirstLine Checks are drafts. A draft is your written order directing Lender to make a payment on your Account to a third party.

(b) Oral request to Lender directing Lender to make an Advance:

i. Any oral request for an advance may be made only if the funds are directed to Borrower's account at First Republic Bank.

ii. All such advances shall be conclusively presumed to have been made for the benefit of Borrower when the Lender believes in good faith that such requests and directions have been made by authorized persons or when said advances are deposited to a credit account of any Borrower.

(c) Executing and delivering to Lender written instructions directing Lender to make an Advance:

i. Directly to a Lender asset account in your name alone or together with third persons.

ii. By wire transfer to your order or the order of any third person.

iii. By issuing a disbursement check to you, payable to you or a third party.

(d) At the time your Account is opened, executing and delivering to Lender, written instructions directing Lender to make an Advance to third party creditors to pay off the outstanding balance on any loan or credit account in your name alone or together with third persons.

The methods for obtaining Advances from your Account described above shall be referred to in this Agreement collectively as "Requests for Advances."

Subject to any cancellation or suspension of your Account and any other limitations or restrictions set forth in this Agreement and except with respect to FirstLine Checks, Lender will honor a Request for Advance within 24 hours after Lender receives properly executed written instructions or oral requests directing Lender to make an Advance.

EQUITY LOC Rider - 10yr I/O w/ Balloon ARM

If there is more than one authorized signer on your Account, you hereby authorize and direct Lender to honor, and release Lender from any liability arising directly or indirectly out of honoring a Request for Advance executed or orally requested by any one authorized signer acting alone. However, should a dispute arise amongst you as to the use of the Account, Lender, at its sole discretion, may require the signatures of all authorized signers on any Request for Advance from your Account.

Except for a Request for Advance made in accordance with Section 3(d), Lender is under no obligation to honor a Request for Advance for less than \$5,000.00.

**4. YOUR CREDIT LIMIT IS \$** 1,800,000.00 . You may obtain an unlimited number of Advances from your Account during any one statement period. However, Lender will not be obligated to honor a Request for Advance, if the principal balance of your Account together with all other charges which are due, would after honoring the Request for Advance, exceed your credit limit.

**5. PROMISE TO PAY.** You promise to repay Lender, at the location Lender designates from time to time (a) all borrowings from your Account, whether or not the borrowings exceed your credit limit, (b) all interest and other charges, and (c) all collection costs, court costs, attorneys' fees and all other expenses Lender incurs in enforcing this Agreement.

**6. BILLING CYCLE.** The term "billing cycle" means the interval between the days or dates of the regular periodic statements (defined in Section 13 below) on your Account. Each billing cycle will correspond to an actual calendar month and contain the number of days in that corresponding calendar month. For example, your January billing cycle will contain 31 days.

**7. INDEX.** The Index used to determine the Periodic **FINANCE CHARGE** Rate (described below) for your account is Bank of America's Reference Rate (Prime) as announced from time to time by Bank of America.

**8. PERIODIC FINANCE CHARGE RATE.** Lender will determine the Periodic **FINANCE CHARGE** Rate for each day in the billing cycle by first adding a number of percentage points (the "Margin") to the Index then in effect. Lender will then divide this sum by 365 (or 366 for billing cycles beginning in a leap year) to get the Daily Periodic **FINANCE CHARGE** Rate applicable. Your initial Index is 8.000 . Based upon your Margin which is .00 %, your initial **ANNUAL PERCENTAGE RATE** is 8.00 % (corresponding to a Daily Periodic **FINANCE CHARGE** Rate of 0.02192 %). This initial **ANNUAL PERCENTAGE RATE** is based on the Index in effect on April 5, 2001 . The **ANNUAL PERCENTAGE RATE** does not include any charges other than interest.

**9. PERIODIC FINANCE CHARGE.** Subject to the limit described in Section 10 below, the Periodic **FINANCE CHARGE** Rate will change in accordance with the Index in effect from time to time. The Periodic **FINANCE CHARGE** Rate will change on the day the Index changes. Increases in the Index will result in increases in the Periodic **FINANCE CHARGE** Rate and your minimum monthly payment. The reverse will happen when the Index decreases. To determine the Periodic **FINANCE CHARGE** for each day in the billing cycle, Lender will multiply the applicable Daily Periodic **FINANCE CHARGE** Rate then in effect by the Daily Balance described in Section 11 below for that billing cycle. The Periodic **FINANCE CHARGE** will begin to accrue the date the Lender honors a request for Advance or otherwise charges your Account pursuant to this Agreement.

**10. ANNUAL PERCENTAGE RATE LIMIT.** Your Account is subject to a limit on the **ANNUAL PERCENTAGE RATE**. Your **ANNUAL PERCENTAGE RATE** shall never be greater than 18.000 percentage points, nor less than 6.500 percentage points.

**11. CALCULATION OF DAILY BALANCE.** To determine how much interest should be charged for a billing cycle, Lender figures your Daily Balance for each day in the billing cycle. The Daily Balance is figured by taking your beginning Account balance each day, adding any new Request for Advance honored and any other charges applied to your Account and subtracting any payments and credits received that day. This produces the Daily Balance. Special Note: Daily accruing Periodic **FINANCE CHARGE**, late charges and other fees will not be included in determining your Daily Balance.

**12. MONTHLY PAYMENTS.** Your Total Payment Due each month will be due not later than the Payment Due Date set forth in your regular periodic statement. The amount of your Total Payment Due will be calculated as follows:

(a) During the Term of your Account your Total Payment Due will be equal to the amount of the Periodic FINANCE CHARGE which has accrued on your Balance during the previous billing cycle, plus all other amounts, including but not limited to any amount outstanding in excess of your credit limit and late payments or late charges then due but as yet unpaid. The minimum monthly payment during the Term of your Account will not reduce the principal that is outstanding on your Account.

(b) Upon expiration of the term of your Account, you will be required to make a balloon payment of the entire outstanding principal balance, plus all accrued but unpaid interest thereon and all other amounts due and owing Lender in accordance with the terms of this Agreement and the Deed of Trust securing your Account.

The Lender will apply each payment made with respect to your Account in the following order: (a) Periodic FINANCE CHARGES; (b) Late Charges; (c) Other Account Charges listed in Section 18 below, and any other charges charged to your account, and (d) the remaining principal balance.

**13. REGULAR PERIODIC STATEMENT.** You will receive a monthly statement of your Account. All Advances and other charges assessed in connection with your Account will be reflected on the monthly statement for the month during which the Advance is honored or fee or charge is charged to your Account. The regular periodic statement will also reflect the Total Payment Due. FirstLine checks will not be returned to you.

**14. PREPAYMENTS.** You have the right, at any time, to prepay all or any part of the balance owing on your Account without penalty.

**15. STOP PAYMENT ORDERS.** You can ask Lender to stop payment on a FirstLine Check or other Request for Advance if the corresponding Advance has not yet been paid from your Account. To stop payment, you must fill out a Stop Payment Order at your branch, or mail or telecopy us a writing signed by you requesting that a stop payment be placed on a particular FirstLine Check or other Request for Advance. Oral stop payment orders will not be accepted.

To place a Stop Payment Order, Lender needs the following information: (1) Your account number; (2) the exact number and amount of the FirstLine Check or other Request for Advance; (3) the name of the person who signed the FirstLine Check or other Request for Advance; (4) the name of the party to whom the FirstLine Check or other Request for Advance is payable; and (5) the reason for the Stop Payment Order.

Lender will charge your Account \$10.00 when the Stop Payment Order goes into effect. A Stop Payment Order will not go into effect until Lender verifies that the FirstLine Check or other Request for Advance identified is unpaid. Your Stop Payment Order will expire six months from its date, unless you renew it. You may write Lender to cancel a Stop Payment Order at any time. A Stop Payment Order is canceled automatically when your Account is closed.

**16. LOST OR STOLEN CHECKS.** You may cancel, void or otherwise stop payment on a lost or stolen FirstLine Check by presenting a Stop Payment Order with respect to the check, all in accordance with paragraph 15 of this Agreement. Lender will not issue you a new Account number in order to cancel, void or stop payment on a lost or stolen FirstLine Check.

**17. INITIAL ACCOUNT CHARGES.** When your Account is opened, the following charges will be due and payable:

Loan Origination Fee (FINANCE CHARGE)	\$	<u>9,000.00</u>	Title/Escrow/Attorney Fees	\$	<u>2,828.00</u>
Processing/Doc Fee (FINANCE CHARGE)	\$	<u>995.00</u>	Notary/Recording Fees	\$	<u>70.00</u>
Tax Service Fee (FINANCE CHARGE)	\$	<u>31.00</u>	Messenger/UPS Fees	\$	<u>30.00</u>
Flood Certificate (FINANCE CHARGE)	\$	<u>8.00</u>	Other:	\$	<u>          </u>
Appraisal Fee	\$	<u>1,000.00</u>	Other:	\$	<u>          </u>
Credit Report Fee	\$	<u>15.00</u>	Other:	\$	<u>          </u>
			TOTAL	\$	<u>13,977.00</u>

## 18. OTHER ACCOUNT CHARGES.

(a) So long as your Account remains open, on the anniversary of the date on which your Account is opened, and on the anniversary of such date every year thereafter Lender has the right to charge you a non-refundable, non-proratable Annual Account Fee of \$ 75.00. If such annual fee is assessed in any given year, such Annual Fee will be billed in the next regular periodic statement and added to the minimum monthly payment due.

(b) Your first set of FirstLine Checks will be issued to you within two or three weeks from the time your Account is opened and will be free of charges. Subsequent First Line Checks will also be free of charges.

(c) A \$25.00 returned check fee charge will be posted to your Account if a check or other instrument given to Lender to fully or partially repay your Account balance is not honored by the financial institution upon which it is written.

(d) An over the limit fee of \$25.00 will be posted to your Account if a FirstLine Check or other Request for Advance is presented for payment against your Account and you do not have sufficient available credit to cover the Advance and Lender refuses to honor the Request for Advance.

(e) A fee of \$10.00 will be posted to your Account whenever you request Lender to stop payment on a FirstLine Check or other Request for Advance.

(f) A fee of \$25.00 will be posted to your Account whenever you request Lender to pay an Advance by wire transfer or disbursement check.

(g) Your Account will be charged a fee of \$25.00 per hour plus photocopy fees of \$5.00 per page whenever you request research or reconciliation services regarding your Account and/or photocopies of FirstLine Checks or statements for purposes other than a billing error inquiry.

(h) If you fail to pay the Total Payment Due on or before the tenth day following your Payment Due Date, you will be charged a late charge equal to the greater of six percent of the portion of your Total Payment Due during the last billing cycle or \$5.00, whichever is greater.

(i) After your Account is closed and paid in full, you will have to pay a recording fee and a reconveyance fee for release of the Deed of Trust securing your Account. The amount of these fees will be consistent with the county recorder and trustee schedules for such services in force at the time of the reconveyance.

**19. SECURITY FOR YOUR OBLIGATIONS.** To secure your obligations under this Agreement, you will give to Lender a deed of trust (the "Deed of Trust") on your real property located at:

**1640 South Peak Road, Glenbrook, NV 89448**

(the "Property"). This Account is offered by Lender only on the security of your primary residence or other residence containing one-to-four dwelling units ("your residence"). By accepting this Account, you are certifying to Lender that the Property is your residence. Further, you agree that in the event that the Property ceases to be your residence, that you will immediately inform Lender of that fact and that you will immediately pay to Lender the full remaining balance then due and owing on this Account. The Deed of Trust securing this Account specifies the maximum amount which it secures.

If the Lender permits an Advance which would cause the balance to exceed your credit limit, the portion of the balance over your credit limit will not be secured by the Deed of Trust. All payments received by Lender when your Account balance exceeds this maximum amount will be applied first against the excess amount. Regardless of the terms of any other security agreement or deed of trust which you may have given to Lender, no personal property or real property, other than the Property covered by the Deed of Trust secures your obligations under this Agreement.

**20. SALE OF THE PROPERTY.** The Deed of Trust securing your obligations under this Agreement provides as follows:

"If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower."

**21. REQUIRED PROPERTY INSURANCE.** You must obtain and maintain in force fire and extended coverage insurance. Upon notice by the Lender, you may also be required to obtain insurance against floods and other hazards. You may obtain the required insurance from a person of your choice. Lender must be named as the beneficiary and the policy and the insurance company must be acceptable to Lender. A copy of the policy must be furnished to Lender.

**22. SUSPENSION OF YOUR ACCOUNT AND REDUCTION OF YOUR CREDIT LIMIT.**

(a) During your Term of your Account, Lender may dishonor your Requests for Advances or reduce the Credit Limit on your Account if:

- (i) The value of the dwelling securing the Account declines significantly below its appraised value for purposes of the Account.
- (ii) Lender reasonably believes you will not be able to meet your payment obligations on the Account due to a material change in your financial circumstances.
- (iii) You are in default of a material obligation contained in this Agreement.
- (iv) Government action prevents Lender from imposing the ANNUAL PERCENTAGE RATE calculated in accordance with the terms of this Agreement or impairs Lender's security interest such that the value of our security interest is less than 120 percent of the credit line.
- (v) A government regulatory agency has notified Lender that continuing to honor Requests for Advances would constitute an unsafe and unsound practice.
- (vi) The maximum ANNUAL PERCENTAGE RATE that can be assessed in connection with your account is reached.

(b) If Lender dishonors your Requests for Advances or reduces your credit limit in accordance with this Section 22, Lender will mail you a written notice not later than three business days after such action is taken. Lender will not be obligated to honor your Requests for Advances or reinstate your Credit Limit unless:

- (i) You notify Lender in writing that the condition permitting Lender to dishonor your Requests for Advances or reduce your Credit Limit has ceased to exist; and
- (ii) Lender independently verifies that the condition has in fact ceased to exist.

Lender will begin honoring your Requests for Advances and/or reinstate your Credit Limit as soon as reasonably possible after the conditions set forth in this Section 22(b) have been satisfied.

**23. CHANGES IN THE TERMS OF YOUR ACCOUNT.** After your Account is opened, Lender may:

- (a) Change the Index and Margin if the Index becomes unavailable, as long as historical fluctuations in the two indices are substantially similar and as long as the new index and margin will produce a rate similar to the rate in effect at the time the original Index became unavailable.

(b) Change, eliminate and/or add a term or condition of or to this Agreement provided you have expressly agreed to the amendments in writing.

(c) Without your consent, change, eliminate or add any term or condition of or to this Agreement, which amendment will be unequivocally beneficial to you or constitute an insignificant change in terms.

**24. CREDIT INFORMATION AND FINANCIAL STATEMENTS.** You agree to provide to Lender upon Lender's reasonable request your current financial statement. Further, by maintaining this Account, you are authorizing Lender to release information to other persons such as credit bureaus, merchants and other financial institutions, about you and your Account, to obtain additional credit reports from time to time and to request beneficiary statements from senior lienholders, if any.

**25. EVENTS OF DEFAULT.** Lender may, without notice to you, declare your Account to be in default if any of the following conditions exist:

(a) You fail to make required payments under the terms of this Agreement.

(b) You engage in fraud or misrepresentation in connection with your Account or this Agreement.

(c) Your action or inaction adversely affects our collateral (the home securing this Account) or our rights in the collateral. Actions or inaction which may adversely affect the collateral or Lender's rights in the collateral would include without limitation: the transfer of title to the collateral or sale of the collateral without Lender's permission; the failure to maintain required insurance on the collateral; the destructive use of or failure to maintain the collateral; the failure to pay taxes on the collateral or some other action by you resulting in the filing of a lien on the collateral senior to Lender's lien; the death of an account holder; the taking of the collateral through eminent domain.

**26. LENDER'S RIGHTS IN THE EVENT OF DEFAULT.** Upon Lender's notification to you that your Account is in default, Lender may immediately (a) refuse to honor any further Requests for Advances, (b) increase the Margin by two and one half (2.5) percentage points, (c) declare immediately due and payable the entire balance of your Account, (d) commence proceedings to fore-close the Deed of Trust and (e) exercise all other rights or remedies provided under the Deed of Trust and applicable law. After notification of default by Lender and any resulting increase in the Margin on your Account, acceleration of the remaining balance on your Account and commencement of foreclosure proceedings, the Term of your Account shall expire and you shall have no further right to request disbursements under your Account.

In the event Lender notifies you of a default and exercises any of the remedies set forth in this paragraph, and you exercise the rights provided to you under applicable law to avoid foreclosure and to reinstate your Account, your Account shall be reinstated except that you shall have no further right to request disbursements under your Account and the Margin will be reduced to the Margin in effect prior to Lender notifying you of a default. However, if the default is in the payment due upon expiration of the Term of your Account (see section 12(b)), you must make such payment in full in order to avoid foreclosure.

Notification in accordance with this Section shall be effective when placed in the United States mail, first class, postage prepaid, addressed to your mailing address as it appears on Lender's Account records.

**27. TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges for your Account.

**28. TERMINATION OF ACCOUNT AT YOUR ELECTION.** You may terminate your Account at any time by providing written notice to Lender. Upon such termination, the total outstanding balance on your Account will be immediately due and

**29. OTHER PROVISIONS.**

(a) Lender may delay in enforcing any of its rights under this Agreement, but such a delay shall not constitute a waiver of Lender's right to enforce those rights in the future.

(b) If more than one person has signed this Agreement, then your liability shall be joint and several which means that each of you will be separately liable for the entire amount owing on your Account.

(c) Your Account will be governed by the laws of the State of California.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**30. BY SIGNING THIS AGREEMENT YOU AGREE TO BE BOUND TO ALL OF THE TERMS OF THIS AGREEMENT AND THE DEED OF TRUST ON THE PROPERTY AND YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND THE DEED OF TRUST.**

*Richard S. Long Trustee* *4-6-01*  
Richard S. Long, Trustee \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**[Sign Original Only]**

**YOUR BILLING RIGHTS -- KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and Lender's responsibilities under the Fair Credit Billing Act.

**Notify Lender In Case Of Errors Or Questions About Your Bill.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write Lender at the address listed on your bill. Write to Lender as soon as possible. Lender must hear from you no later than sixty (60) days after Lender sent you the first bill in which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

In your letter, give Lender the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the items you are not sure about.

If you have authorized Lender to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach Lender three (3) business days before the automatic payment is scheduled to occur.

**Your Rights And Lender's Responsibilities After Receipt Of Your Written Notice.**

Lender must acknowledge your letter within thirty (30) days, unless Lender has corrected the error by then. Within ninety (90) days, Lender must either correct the error or explain why Lender believes the bill was correct.

After Lender receives your letter, Lender cannot try to collect any amount you question, or report you as delinquent. Lender can continue to bill you for the amount you question, including finance charges, and Lender can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Lender is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Lender will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten (10) days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50.00 of the questioned amount, even if your bill is correct.



**SECOND HOME RIDER**

**LOAN NO. 60-052243-3**

THIS SECOND HOME RIDER is made this 5th day of April, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed ("the Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to First Republic Bank ("the Lender") of the same date and covering the property described in the Security Instrument ("the Property") which is located at:

**1640 South Peak Road, Glenbrook, NV 89448**

In addition to the covenants made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and replaced by the following:

**6. Occupancy.**

Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**8. Borrower's Loan Application.**

Borrower shall be in default if, during the loan process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

*Richard S. Long - Trustee 4-6-01*  
Richard S. Long, Trustee Date

Date

Date

Date

**[Sign Original Only]**

# INTER VIVOS TRUST RIDER

Loan No. 60-052243-3

THIS INTER VIVOS TRUST RIDER is made this 5th day of April, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date (the "Security Instrument") given by Richard S. Long

, as Trustee (the "Trustee", which term as used herein shall be deemed to refer to any successor Trustee of the Trust) of the The Richard S. and Cynthia A. Long Trust, dated September 12, 1983 and amended August 11, 1988 and amended March 30, 1992 (the

"Trust") to secure a Note of even date made by:

Richard S. Long

Richard S. Long, Trustee

("Borrower") and payable to the order of First Republic Bank ("Lender", which term, as used herein, shall be deemed to refer in each case to any assignee of Lender's rights under that Note) and covering the property described in the Security Instrument (the "Property") located at:

1640 South Peak Road, Glenbrook, NV 89448

## 1. THE TRUST.

Each of the undersigned (which term as used herein shall include in each case the Trustee, each beneficiary of the Trust and Borrower) hereby certifies to Lender that: (i) title to the Property is held by the Trustee on behalf of the Trust; and (ii) the Trust is an inter vivos trust.

## 2. NOTIFICATION OF TRANSFERS AND CHANGES.

Within thirty (30) days prior to the occurrence of any of the following events, each of the undersigned shall provide written notice to Lender of: (a) any change in the Trustee of the Trust (whether such change is temporary or permanent), (b) any sale, transfer, assignment or other disposition [whether by operation of law or otherwise] of any beneficial interest in the Trust, or (c) any change in the occupancy of the Property.

## 3. LENDER'S OPTION TO ACCELERATE.

If, without Lender's prior written consent, (a) there is a change in the Trustee of the Trust, or (b) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Trust, or (c) there is a change in the occupancy of the Property, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. If Lender demands payment in full of all sums secured by the Security Instrument, lender shall provide the same period of notice for payment as provided in paragraph 17 of the Security Instrument, and if Borrower fails to pay within such period of time, Lender may invoke any and all remedies permitted by the Security Instrument without further notice to or demand on Borrower.

## 4. WARRANTIES.

The Trustee warrants on behalf of the Trust that: (a) this Security Instrument is executed at Borrower's request; (b) the Trustee has not and will not, without prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or any portion of the Property; and (c) the Trustee has established adequate means of obtaining from Borrower on a continuing basis financial and other information pertaining to Borrower's financial condition. The Trustee agrees to keep adequately informed from such means of any facts, events or circumstances which in any way might affect the Trustee's risks hereunder, and the Trustee further agrees that Lender shall have no obligation to disclose to the Trustee information or material acquired in the course of Lender's relationship with Borrower.

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**5. WAIVERS.**

The Trustee waives any right to require Lender to (a) proceed against any person, including Borrower; (b) proceed against or exhaust any collateral pledged by Borrower or any other person; (c) give notice of terms, time and place of any public or private sale of collateral in the form of personal property pledged by Borrower or comply with any other provisions of Section 9-504 of the Uniform Commercial Code as adopted and in effect in the applicable jurisdiction; (d) pursue any other remedy in Lender's power, or (e) make any presentment, demands for performance, or give any notices of non-performance, protests, notices of protests or notices of dishonor in connection with any obligations or evidences of indebtedness held by Lender as security, in connection with any obligations or evidences of indebtedness which constitute in whole or in part the obligations secured hereby or in connection with the creation of new or addition obligations. The trust waives any defense arising by reason of: (a) any disability or other defense of Borrower or any other person; (b) the cessation from any cause whatsoever, other than payment in full, of the obligations of Borrower or any obligation secured hereby for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Borrower; (d) any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower or any obligation secured hereby by operation of law or otherwise; or (e) any modification of the obligations secured hereby, in any form whatsoever, including, without limitation, the renewal, extension, acceleration, other change in terms of such obligations or any part thereof, including increase or decrease of the rates of interest thereon. Until all obligations secured hereby shall have been paid in full, the Trustee shall have no right of subrogation, and the Trustee further waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower, or any other person, and waives any benefit of, or any right to participate in any collateral security whatsoever now or hereafter held by Lender including any rights which the Trustee might have by reason of any rights, powers or remedies of Borrower in connection with any anti-deficiency or similar laws limiting or qualifying Borrower's obligations.

**6. TRUSTEE'S UNDERSTANDINGS WITH RESPECT TO WAIVERS.**

The Trustee warrants and agrees that each of the waivers set forth above are made with the Trustee's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the extent permitted by law.

**7. SUBORDINATION.**

Any indebtedness of Borrower now or hereafter held by the Trustee is hereby subordinated to the obligations of Borrower secured hereby to Lender. Such indebtedness of Borrower to the Trustee is assigned to Lender as security for this Security Instrument and the obligations secured hereby and if Lender requests, shall be collected and received by the Trustee as Trustee for Lender and paid over to Lender on account of the obligations of Borrower to Lender but without reducing or affecting in any manner the liability of the Trustee under the other provisions of this Security Instrument. Any Notes now or hereafter evidencing such indebtedness of Borrower to the Trustee shall be marked with a legend that the same are subject to this Security Instrument and, if Lender so requests, shall be delivered to Lender. The Trustee will, and Lender is hereby authorized, in the name of the Trustee from time to time to execute and file financing statements and continuation of statements and execute such other documents and take such other action as Lender deems necessary or appropriate to perfect, preserve and

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Inter Vivos Trust Rider.**

**The Richard S. and Cynthia A. Long Trust, dated  
September 12, 1983 and amended August 11, 1988  
and amended March 30, 1992**

(Name of the Trust)

**BY SIGNING BELOW, Borrower and each Beneficiary of the Trust each acknowledges the terms and covenants contained in this Inter Vivos Trust Rider and agrees to be bound thereby and makes the certifications set forth herein.**

*Richard S. Long*  
Richard S. Long -Beneficiary of Trust

-Beneficiary of Trust

*Richard S. Long*  
Richard S. Long -Borrower

-Borrower

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## DESCRIPTION

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

PARCEL 1:

Lot 27, as shown on the amended map of LOGAN CREEK ESTATES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada on November 19, 1965, in Book 36, Page 24, as Document No. 30136, Official Records.

Together with appurtenant rights as contained in the Deed recorded May 5, 1967, in Book 49, Page 410, of Official Records for ingress and egress, for boating, swimming, fishing and other recreational purposes, in the County of Douglas, State of Nevada.

PARCEL 2:

All that portion of South Peak Drive as shown on the Final Map of LOGAN CREEK ESTATES-UNIT 2, filed for record in said County on November 19, 1965, as Document No. 30136, more particularly described as follows:

Beginning at the Northeast corner of Lot 27 of said LOGAN CREEK ESTATES, UNIT 2; thence South 52 30'52" East 64.66 feet; thence South 59 23'05" West 44.07 feet; thence along a curve concave to the North with a radius of 45.00 feet, a central angle of 250 31' 44", and an arc length of 196.77 feet; thence North 59 23"05" East 62.38 feet to the Point of Beginning.

The Basis of Bearing is referenced to the above LOGAN CREEK ESTATES, UNIT 2.

## EXCEPTING THEREFROM

All that portion of South Peak Drive as shown on the Final Map of LOGAN CREEK ESTATES-UNIT 2, filed for record in said County on November 19, 1965, as Document No. 30136, more particularly described as follows:

Beginning at a point which bears South 52 30'52" East 19.19 feet; thence South 59 23'05" West 72.89 feet; thence South 37 29'07" West 1.67 feet; thence South 30 36'55" East 7.21 feet; thence North 52 30'53" West 6.69 feet; thence North 37 29'07" East 48.50 feet; thence South 52 30'55" East 8.00 feet; thence North 37 29'07" East 23.49 feet; to the Point of Beginning.

REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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