

APN# 1220-17-612-004 2001-519491em

E-LOAN, INC. ATTN: HOME
EQUITY DIVISION
5875 ARNOLD ROAD
DUBLIN, CALIFORNIA 94568
Loan Number B0301541

DEED OF TRUST

PARTIES: This Deed of Trust is made on OCTOBER 19, 2001
AUGUSTINE MARTINEZ AND ESTHER S. MARTINEZ
HUSBAND AND WIFE, AS JOINT TENANTS *G.(EM)*
FIRST AMERICAN TITLE COMPANY OF NEVADA
and the Beneficiary, E-LOAN, INC., A DELAWARE CORPORATION
a corporation organized and existing under the laws of DELAWARE
5875 ARNOLD ROAD, DUBLIN, CALIFORNIA 94568



, among the Grantor,
("Borrower"),
("Trustee"),
, whose address is
("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1193 KINGSTON WAY

(Street)
GARDNERVILLE, Nevada 89410
(City) (Zip Code)

LEGAL DESCRIPTION:

ALL THAT CERTAIN LOT, PIECE OF PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 12, BLOCK B, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW PHASE 6, FINAL SUBDIVISION MAP NO. 1009-6, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON APRIL 25, 1997 IN BOOK 497, PAGE 4062 AS DOCUMENT NO. 411306.
A.P.N. #: 1220-17-612-004

located in DOUGLAS County, Nevada.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this deed of trust and the dates thereof.):

- Future Advances:** The above debt is secured even though all or part of it may not yet be advanced. **Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive.** Pursuant to those provisions:
 - a) The total unpaid balance secured by this deed of trust at any one time shall not exceed a maximum principal amount of SIXTY SIX THOUSAND ONE HUNDRED SEVENTY FIVE AND 00/100 Dollars (\$ 66,175.00), plus interest, plus any amounts disbursed under the terms of this deed of trust to protect the security of this deed of trust or to perform any of the covenants contained in this deed of trust, with interest on such disbursements.
 - b) Future advances by the Lender under this deed of trust are obligatory at the option of the Lender.
 - c) Subject to the maximum amount stated above, all future advances under this deed of trust will have priority from the time this deed of trust is recorded, whether the future advances are obligatory or optional, or the Lender has notice of an intervening lien.
- The above obligation is due and payable on NOVEMBER 1, 2011 if not paid earlier.


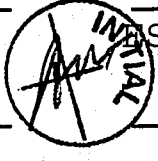
Variable Rate: The interest rate on the obligation secured by this deed of trust may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this deed of trust and made a part ± hereof.

RIDERS: Commercial

1st/4th Family Rider, Second Home Rider, Home Equity Access Line Rider, ~~NP~~

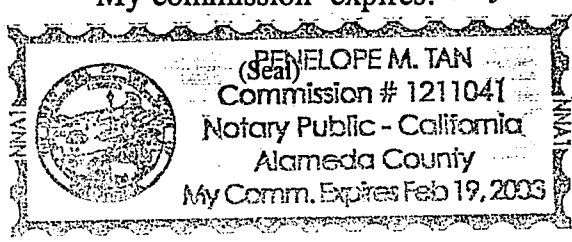
SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this deed of trust, including those on page 2 and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this deed of trust on today's date.

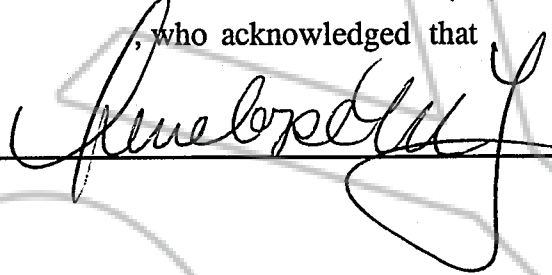

AUGUSTINE MARTINEZ


ESTHER S. MARTINEZ
G. EM


ACKNOWLEDGMENT: STATE OF ^{California} NEVADA, DOUGLAS ^{Santa Clara} County ss:
On this 24 day of October 2001, personally appeared
before me, a PENELOPE M. TAN (notary public, judge, etc.),
AUGUSTINE MARTINEZ AND ESTHER G. MARTINEZ
who acknowledged that
executed the above instrument.

My commission expires: 2/19/03





COVENANTS

- 1. Payments.** Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
- 2. Claims Against Title.** Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this deed of trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
- 4. Property.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this deed of trust or in any obligation secured by this deed of trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this deed of trust.
- 6. Prior Security Interests.** If any prior security interest provides for future advances, Borrower agrees to terminate the future advance provision of the prior security interest in accordance with NRS 106.380. Except as stated in this covenant, Borrower will not make or permit any changes to any prior security interest without Lender's written consent. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.
- 7. Assignment of Rents and Profits.** Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Leaseholds; Condominiums; Planned Unit Developments.** Borrower agrees to comply with the provisions of any lease if this deed of trust is on a leasehold. If this deed of trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.



9. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of Borrower's duties under this deed of trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this deed of trust.

Any amounts paid by Lender to protect Lender's security interest will be secured by this deed of trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

10. Default and Acceleration. If Borrower fails to make any payment when due or breaks any covenants under this deed of trust or any obligation secured by this deed of trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.

11. Power of Sale. If Lender invokes the power of sale, Lender or Trustee shall execute and cause to be recorded in the county in which the property is located a notice of breach and of Lender's election to cause the property to be sold, and shall give such notices to Borrower and to other persons as applicable law may require. In addition, Trustee shall give public notice of the time and place of sale in the manner and for the time required by applicable law. Trustee shall then sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's 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. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this deed of trust; and (3) the excess, if any, to the persons legally entitled thereto.

12. Inspection. Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.

13. Condemnation. Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking or all of any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

14. Waiver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.

15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this deed of trust are joint and several. Any Borrower who co-signs this deed of trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this deed of trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this deed of trust may extend, modify or make any other changes in the terms of this deed of trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this deed of trust.

The duties and benefits of this deed of trust shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this deed of trust, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.


17. Transfer of the Property or a Beneficial Interest in the Borrower. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this deed of trust.

18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.

19. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this deed of trust is recorded. The successor trustee shall thereupon be vested with all the title, interest, powers, duties and trusts in the premises vested or conferred upon the original Trustee.



HOME EQUITY ACCESS LINE RIDER

(Open end credit with fixed rate variable rate  interest)

This Equity Line Rider is dated OCTOBER 19, 2001 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned, AUGUSTINE MARTINEZ, ESTHER S. MARTINEZ

G. (EM)
("Borrower") to secure Borrower's Equity Line Agreement with E-LOAN, INC.

("Lender") of the same date covering the property described in the Mortgage and located at: 1193 KINGSTON WAY, GARDNERVILLE, NEVADA 89410

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:


1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Access Line Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances may be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the credit limit for the line of credit. All advances made at any time by Lender in accordance with the terms of the Note, and all interest on the advances, shall be secured by the Mortgage. However, at no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced in accordance with the Mortgage to protect the security of the Mortgage, exceed the stated credit limit for the line of credit.
3. The Note provides for:
 - a fixed rate of interest expressed as a daily periodic rate of _____%. This corresponds to an annual percentage rate of _____%.
 - a variable rate of interest expressed as a daily periodic rate equal to 1/365 of an actual rate of 0.750% plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money Rates" table (the "Index Rate") increases. The initial daily periodic rate is 0.0185%, which corresponds to an initial annual percentage rate of 6.750%. The annual percentage rate will never be more than 18.000%. The daily periodic rate will be adjusted on the day the Index Rate changes. An increase in the daily periodic rate may increase the monthly payment due.


0527080


BK1101PG1558



NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$66,175.00 .
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE
SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY
RECORDED OR FILED MORTGAGES AND LIENS.


AUGUSTINE MARTINEZ
Date 10/24/01


ESTHER S. MARTINEZ
Date 10/24/01


G. I. E. M.

Date _____

Date _____

0527080

BK 1101 PG 1559



SECOND HOME RIDER

Loan Number: B0301541

THIS SECOND HOME RIDER is made on this 19th day of OCTOBER, 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," whether there are one or more persons undersigned) to secure Borrower's Note to E-LOAN, INC., A DELAWARE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at


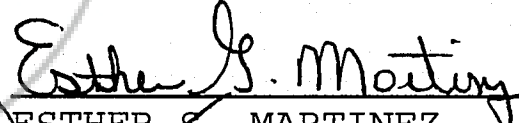
1193 KINGSTON WAY, GARDNERVILLE, NEVADA 89410

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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. 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 judgement 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 and use of the Property as a second home. 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.

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

	(Seal)		(Seal)
AUGUSTINE MARTINEZ	Borrower	ESTHER S. MARTINEZ	Borrower
	(Seal)	G. E M	(Seal)
	Borrower		Borrower
	(Seal)		(Seal)
	Borrower		Borrower



0527080

BK 1101PG1560



COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 NOV -6 AM 11: 58

LINDA SLATER
RECORDER

\$ 20⁰⁰ PAID *kg* DEPUTY

0527080
BK 1101 PG 1561