

APN # 1022-10-002-061

AFTER RECORDING MAIL TO 020106940

SPACE BELOW FOR RECORDER'S USE ONLY

AMERICAN GENERAL FINANCE, INC.  
P.O. BOX 7300  
RENO, NEVADA 89510-7300

REAL PROPERTY TRUST DEED

Beneficiary:

Trustee:

AMERICAN GENERAL FINANCE, INC.  
3652 S.VIRGINIA ST. STE C-8  
RENO, NEVADA 89502

A.G. DOCUMENTATION SERVICES  
3652 S.VIRGINIA ST. STE C-8  
RENO, NEVADA 89502

Date of Loan august 28, 2002 Amount Financed \$ 20000.00

By this Deed of Trust, the undersigned (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Note/loan agreement of even date from WARREN D. MARTINEAU SR., AN UNMARRIED MAN to Beneficiary above named, and all future advances from Beneficiary to Trustor or Borrower, the maximum Outstanding at any given time not to exceed the Amount Financed stated above, hereby grants, transfers and assigns to the above named Trustee in trust, with power of sale, the following described real estate together with all improvements thereon situated in Nevada, County of DOUGLAS LOT 12, as shown on the map of TOPAZ RANCH ESTATES UNIT NO.2, filed in the Office of the County Recorder of Douglas County, Nevada on February 20, 1967, as Document No. 35464. APN: 1022-10-002-061 AKA: 3958 LAVA CT. WELLINGTON, NV 89444

If the Trustor shall fully pay according to its terms the indebtedness hereby secured then this Trust Deed shall become null and void.

Trustor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain fire, extended coverage and vandalism and malicious mischief insurance in such form and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default thereof Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Deed of Trust and shall bear interest from the date of payment at the Annual Percentage Rate, set out in the Federal Disclosure Statement related to this document.

Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such even and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this Deed of Trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of Nevada in force at the time of such sale, and if in separate parcels, in such order as Beneficiary may direct, a public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public oral announcement at the time fixed by the preceding postponement. Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid; all other sums then secured hereby, and the remainder, if any to the person or persons legally entitled thereto.

Trustor also agrees that in the event of any default in any terms and conditions of any prior trust deed affecting the aforesaid real estate or in the event of any default in any of the terms and conditions of any other trust deed, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the Beneficiary may, at its option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if Beneficiary chooses, Beneficiary may pay such sum or sums as shall be necessary so that the terms and conditions of any trust deed, the lien of which is then prior and paramount to the lien of this instrument may be complied with, which such sums or sum when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment or payments at the highest lawful contract rate per annum.

Beneficiary may, without the concurrence of Trustor and/or Trustee, at any time and for any reason, by instrument in writing substitute a successor to any Trustee named herein or acting hereunder, which instrument, when property acknowledged and recorded in the office of County Clerk of the County where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall succeed to all its title, estate, rights, powers and duties.

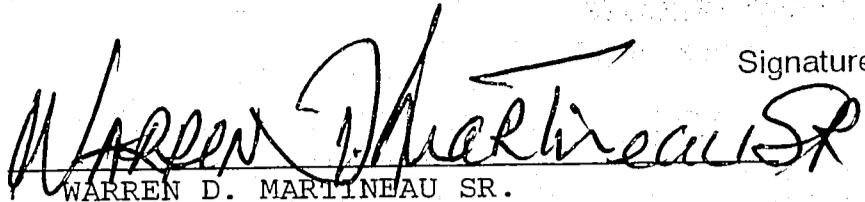
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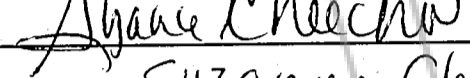
This Deed inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

  
 Signature of Trustor \_\_\_\_\_  
 WARREN D. MARTINEAU SR.

STATE OF NEVADA  
 COUNTY OF Douglas } SS.

On AUGUST 28, 2002 before me, the undersigned, a Notary Public in and for said County and State, personally appeared WARREN D. MARTINEAU SR. known to me to be the person whose name IS subscribed in the within instrument, and acknowledged to me that he/she/they executed the same.

Notary's Signature   
 Type or Print Notary's Name Suzanne Cheechov



**REQUEST FOR FULL RECONVEYANCE**  
 To be used only when note has been paid

To \_\_\_\_\_, Trustee: Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

\_\_\_\_\_ CORPORATE NAME  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 By \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE/LOAN AGREEMENT which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

REQUESTED BY  
Stewart Title of Douglas County  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA  
 2002 AUG 30 PM 1:44