

APN B18-10-417-033

**FIRST INDIANA BANK** P.O.Box 441159 GTC937  
Indianapolis, IN 46244-1159

631-394802

**Equity Line of Credit  
TRUST DEED**

DATE OF TRUST DEED  
December 26, 2002

**CONSIDERATION AND CONVEYANCE**

2048151 CD

This trust deed is made on the date noted above between the parties listed below. Under this trust deed and related Home Equity Loan, an Equity Line of Credit Account Contract ("Account"), Credit/Beneficiary is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Trustor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Creditor/Beneficiary's continuing obligation to make advances to Trustor(s) is advised to consult Creditor/Beneficiary directly. In consideration of Creditor/Beneficiary's obligation to make continued advances to Trustor(s) under Trustor(s) Account, Trustor(s) grants, conveys and warrants to the Trustee, its successors and assigns, forever, in trust, with power of sale, the land and property located and described as noted below

LOT 1, BLOCK 3, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS  
SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY  
RECORDER OF DOUGLAS COUNTY, NEVADA ON JULY 5, 1947  
AS DOCUMENT NO. 5160.

**Borrower Mailing Address:**

637 LAKEVIEW DRIVE ZEPHYR COVE, NV 89448

together with all interest in the property, all rights, privileges, or improvements belonging to or passable with the property, easements and rights of way, and all buildings and fixtures, to secure the agreements specified in this Trust Deed as well as the Account Contract between Trustor(s)/Borrower(s) and Creditor/Beneficiary which this Trust Deed secures. The Trustor(s)/Borrower(s) covenant and agree with the Trustee and Creditor/Beneficiary that the Trustor(s)/Borrower(s) is lawfully seized of said premises and has good right and lawful authority to grant, convey and warrant said premises and that said premises are free and clear of all liens and encumbrances except those shown below of record in favor of the party(ies) shown below on which the unpaid balance as of the date of this agreement does not exceed the amount shown. If the following blanks concerning exceptions are left blank, then it is understood that the Trustor(s)/Borrower(s) has represented that there are no prior liens of any kind upon the above described real property. The Trustor(s)/Borrower(s) will warrant and defend the title to said premises to the Trustee and his, her or its successors and assigns forever against the claims of all persons.

EXCEPTIONS

IN FAVOR OF

UNPAID BALANCE  
DOES NOT EXCEED  
\$

TRUSTOR(S)/BORROWER(S)

ENRIQUE MONTOYA and Mildred Amelia Montoya, husband and wife as joint tenants

637 LAKEVIEW DRIVE  
ZEPHYR COVE NV 89448  
DOUGLAS COUNTY

TRUSTEE

FIRST AMERICAN  
212 ELKS POINT ROAD 550  
ZEPHYR COVE NV  
COUNTY

CREDITOR/BENEFICIARY

First Indiana Bank, N.A.  
135 N. Pennsylvania Street, Indianapolis, IN Marion County

PRINCIPAL AMOUNT

Two Hundred Fifty Thousand and 00/100

\$ 250000.00

Trustor(s)/Borrower(s) acknowledge they have read and understand the forgoing terms as well as those terms appearing on the reverse side hereof.

**COLLATERAL FOR ACCOUNT.** This Trust Deed is given to secure the agreements specified in this Trust Deed as well as the Account Contract between Trustor(s)/Borrower(s) and Trustee which this Trust Deed secures.

**PAYMENT.** The Trustor(s)/Borrower(s) will pay all indebtedness which this Trust Deed secures according to the terms of the Account Contract which governs such indebtedness.

**PROTECTION OF PROPERTY.** The Trustor(s)/Borrower(s) will keep all of the property conveyed in good repair and will keep it insured for the Creditor/Beneficiary's protection with an insurer of the Trustor(s)/Borrower(s) choice. The Trustor(s)/Borrower(s) will pay all taxes, assessments and other charges when they are due.

**DUE ON SALE.** In the event the Trustor(s)/Borrower(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract or otherwise, such sale or assignment may, at the Trustee's option, constitute a default in the Contract and subject that Contract to the Trustee's right to demand payment in full.

**PAYMENT OF SUPERIOR INTEREST.** The Trustor(s)/Borrower(s) will pay all indebtedness to which this Trust Deed is secondary according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

**FORECLOSURE COSTS.** Trustor(s)/Borrower(s) agree to pay, and this Trust Deed shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

**POWER OF SALE.** The Trustor(s)/Borrower(s) grant to Trustee a power of sale, subject to the requirements of applicable state law, which Trustee may use to sell the conveyed property if the Trustor(s)/Borrower(s) default in the payment of any indebtedness secured by this Trust Deed or commit any other act or omission as specified in the Account Contract which is secured by this Trust Deed under the provision entitled Account

**DEFAULT AND REMEDIES.** Full power and authority is hereby granted to the Trustee to carry out any and all duties and responsibilities to the Creditor/Beneficiary applicable to state law, as well as to carry out any directive of the Creditor/Beneficiary which may be made pursuant to law or pursuant to a default by the Trustor(s)/Borrower(s) in this Trust Deed and the provision entitled Account Termination and Acceleration of Amounts Due under the Account Contract secured by this Trust Deed. Such action(s) by the Trustee are not limited in any manner whatsoever by the following, however, it is specifically mutually agreed that:

(a) Upon default by Trustor(s)/Borrower(s) of any provision in this Trust Deed or the referenced provision of the Account Contract secured by this Trust Deed, or in the payment of any indebtedness secured by the real property described on the reverse side, Creditor/Beneficiary may declare all sums secured by this Trust Deed immediately due and payable by delivery to Trustee of written statement of such default. If Creditor/Beneficiary wishes the real property described above to be sold, it shall deposit with Trustee the Trust Deed and all promissory notes, loan agreements or other documents evidencing indebtedness or expenditures secured hereby, and shall deliver to Trustee a written notice of default as well as an election to have said property sold in the form required by law, which shall be duly filed for record by the Trustee. After the expiration of such notice of default, the notice of default and notice of sale having been given as required by law, Trustee, without demand on Trustor(s)/Borrower(s), shall sell said property on the date and at the time and place designated in said notice of sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed, and in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, however, that if the sale is postponed for longer than one (1) day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold but without any covenant or warranty express or implied. Any person, including the Creditor/Beneficiary, may purchase the real property at the sale. It is further more agreed and understood that all reasonable Trustee fees, including Trustee's attorney fees, shall become the obligation of the Trustor(s)/Borrower(s) and may be paid out of the proceeds of the sale.

(b) Creditor/Beneficiary shall have the option to foreclose this Trust Deed in any manner provided by law for the foreclosure of mortgages on real property.

(c) Creditor/Beneficiary has the absolute right to substitute a successor or successors to any Trustee named in this Trust Deed or acting hereunder. Upon such substitution, and without conveyance to the successor Trustee, the successor Trustee shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each substitution shall be made in writing and executed by the Creditor/Beneficiary, and shall reference this Trust Deed and its place of record, which when recorded in the local filing office in the county or counties in which the above described real property is situated, or in the central filing office as may be appropriate, to show the absolute proof of proper appointment of the successor Trustee. Additionally, a successor Trustee may be appointed by any procedure provided by law for the substitution of a Trustee.

**DUE ON SALE.** Trustor(s)/Borrower(s) covenant and agree that upon any conveyance, assignment or transfer of the Trustor(s)/Borrower(s) interest in the premises during the term of any loan secured by this Trust Deed, or of any divesture of title or interest in the real property, whether voluntary or involuntary, the Creditor/Beneficiary shall have the option of declaring the unpaid balance of any indebtedness secured hereby immediately due and payable and that the Creditor/Beneficiary can cause notice of default to be given and the premises to be sold as herein provided.

**APPLICABLE LAW.** This Trust Deed shall be governed and construed according to the laws of the state where the real property is located.

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NOTICE OF DEFAULT. The Trustor(s)/Borrower(s) request that a copy of any notice of default and of any notice of sale hereunder be mailed to the address of the Trustor(s)/Borrower(s) as set forth on the reverse side.

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 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.

**SIGNATURES- TRUSTOR(S)/BORROWER(S)**

Signed and sealed by Trustor(s)/Borrower(s):

Signed and delivered in the presence of:

X Enrique Montoya  
Trustor(s)/Borrower(s)  
ENRIQUE MONTOYA

X \_\_\_\_\_  
Witness' Signature

X Enrique Montoya  
Trustor(s)/Borrower(s)  
Enrique Montoya

X \_\_\_\_\_  
Witness' Signature

X Mildred Amelia Montoya  
Trustor(s)/Borrower(s)  
Mildred Amelia Montoya

X \_\_\_\_\_  
Trustor(s)/Borrower(s)

**NOTARIZATION**

State of NV  
County of DOUGLAS

On this the 27<sup>th</sup> day of December 2002, before me,  
, the undersigned officer, personally appeared  
ENRIQUE MONTOYA

known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the consideration and purposes therein contained.

Cindy Dillon  
\_\_\_\_\_  
Title of Officer

My Commission Expires 6-1-05

DRAFTED BY	ADDRESS
CITY	STATE



CINDY DILLON  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 01-70337-2 - Expires June 1, 2005

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