

A.P.N. ~~25-665-10~~ 1320-29-214-025

WHEN RECORDED MAIL TO:

Catherine L. Jackson
407 Glen Eagles Ct.
Dayton, NV 89403

Accomm. #2002-23JN

PERFORMANCE DEED OF TRUST

This Performance Deed of Trust, dated this 17th day of March, 2002, between ROBERT E. FORD, referred to as TRUSTOR, whose address is P.O. Box 21455, Carson City, NV 89721, ANN PRICE McCARTHY, ESQ., 777 E. William, Suite 201, Carson City, Nevada, 89701. referred to as TRUSTEE, and CATHERINE L. JACKSON, referred to as BENEFICIARY.

WITNESSETH: That TRUSTOR, IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Nevada, known as 1731 Lavender, Minden Nevada, more particularly described as:

Lot 10, as shown on the Official Plat of WINDHAVEN UNIT NO. 2, PHASE B, filed for record in the office of the County Recorder on September 14, 1990 in Book 990 of Official records at Page 1935, Douglas County, state of Nevada, as Document No. 234655.

TOGETHER with an undivided 1/23rd interest in and to the Common Area as set forth on the hereinabove mentioned subdivision.

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TOGETHER WITH the rents, issues and profits of the property reserving the right to collect and use the same except during continuance of some default under this instrument and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party to this instrument.

For the Purpose of Securing: 1. Performance of each agreement of Trustor set forth in the Marital Settlement Agreement, dated March 5, 2002, incorporated by reference or contained herein. 2. Payment by Trustor of the indebtedness on the property the subject of this Performance Deed of Trust, holding Beneficiary harmless for same, and any extension or renewal of this instrument. 3. Payment of such additional sums as may subsequently be advanced for the account of Trustor or assigns by Beneficiary with interest on the same.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building on the property; to complete in good and workmanlike manner any building which may be constructed on the property, and to pay when due all claims for labor performed and materials furnished for the same; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made on the property; not to commit or permit any waste of the property; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all

/// **THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMODATION ONLY. NO LIABILITY EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.**

FIRST CENTENNIAL TITLE COMPANY

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in a timely proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations here not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as provided in this instrument.

3. To provide, maintain and deliver to Beneficiary fire and property insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire, property or other insurance policy may be applied to Beneficiary. The amount collected under any fire, property or other insurance policy may be applied by Beneficiary upon indebtedness secured by this instrument and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part of said amount may be released to Trustor. Such application or release shall not cure or waive any default or notice of default under this instrument or invalidate any act done pursuant to such notice.

4. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part of the premises, or the title to the premises, or if any adverse claim for or against said premises, or any part of the premises, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to the subject property or any part of the property is by this instrument assigned and shall be paid to Beneficiary, who may apply or release such monies received by her in the same manner and with the same effect as provided in this instrument for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party to this instrument of any pending sale under this instrument or of any action or proceeding of any kind in which Trustor and/or Trustee shall be named as defendant, unless brought by Trustee.

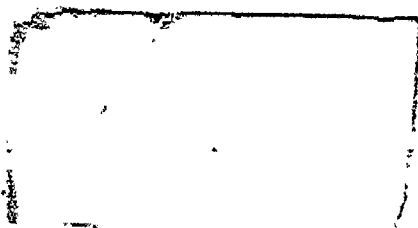
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured by this instrument, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as provided by this instrument for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability for the action, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured by these trusts for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured by this instrument or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the

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making of any map or plat of the property; join in granting any easement on the property; or join in any extension agreement or subordination agreement in connection with the property.

9. Upon receipt of written request from Beneficiary reciting that all sums secured by this instrument have been paid and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held under this instrument. The recital in such reconveyance of any matters of fact shall be conclusive proof of the truth of such facts. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled to the property". Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.

(a) Should default be made by Trustor in payment of any indebtedness secured by this instrument and/or in performance of any agreement in this instrument, then Beneficiary may declare all sums secured by this instrument immediately due, by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the Note and all documents evidencing any expenditure secured by this instrument.

10. After three months shall have elapsed following any such notice of default, Trustee shall sell said property at such time and at such place in the state of Nevada as the Trustee, in her sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part of said property, is situated, or at an office of the Trustee located in the state of Nevada.

(a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may subsequently postpone said sale from time to time by public announcement at the time previously appointed.

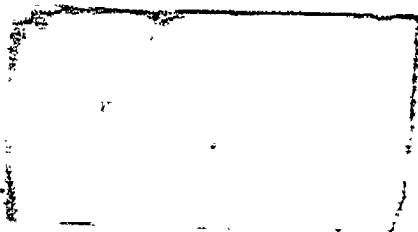
(b) At the time of the sale so fixed, Trustee may sell the property so advertised or any part of the property, either as a whole or in separate parcels at her sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at the time of the sale, and shall deliver to such purchaser a deed conveying the property to be sold, but without covenant or warranty, expressed or implied. Trustor by this instrument agrees to surrender immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these trusts, including cost of evidence of title and Trustee's fee in connection with sale; counsel fees; all sums expended under the terms of this instrument, not then repaid, with accrued interest at the current legal rate of interest per annum; all

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other sums then secured by this instrument, and the remainder, if any, to the person or persons legally entitled to said proceeds.

12. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named in this instrument or acting under this instrument, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties where said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute these trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence of said requests, and the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this instrument, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed in this instrument whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary in this instrument, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural and the term Beneficiary shall include any future holder, including pledges, of the note secured by this instrument.

16. Where not consistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest) 5; 6; 8; of NRS 107.030 are adopted and made a part of this Deed of Trust.

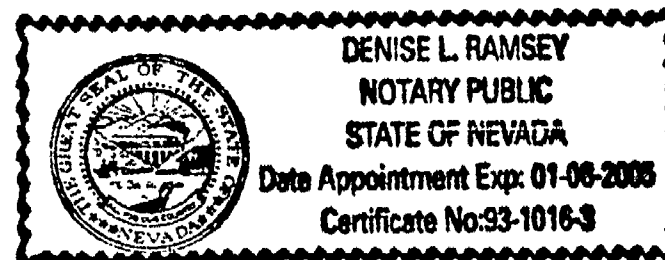
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale under this Trust be mailed to him at his address set forth above.


ROBERT E. FORD

STATE OF NEVADA)
 : ss.
CARSON CITY)

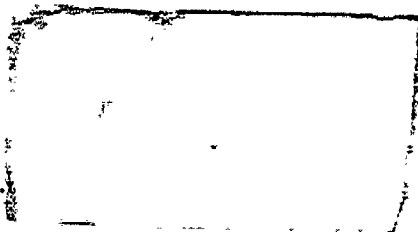
On ROBERT E. FORD, before me a Notary Public, in and for said state, personally appeared ROBERT E. FORD, known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same.


NOTARY PUBLIC



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COPY

REQUESTED BY
FIRST CENTENNIAL TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 FEB 21 PM 2: 57

WEINER CHRISTEN
RECORDER

\$ 18⁰⁰ PAID *KJ* DEPUTY

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