

REQUESTED BY

**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2003 AUG 19 PM 3: 21

WERNER CHRISTEN  
RECORDER

\$22<sup>50</sup> PAID *Kg* DEPUTY

Recording requested by and, when recorded  
return to:

WASHINGTON MUTUAL BANK, FA  
2150 CABOT BLVD. WEST

LANGHORNE, PA 19047  
ATTN: GROUP 9 INC.

APN: 1219-36-002-010 030702840



**EQUITY LINE OF CREDIT  
DEED OF TRUST (NEVADA)**

0649791373

THIS DEED OF TRUST is between: *Porter*  
CHARLES W PORTER AND MARGARET<sup>A</sup> HUSBAND AND WIFE, AS JOINT TENANTS

whose address is:

759 GANSBERG CT GARDNERVILLE, NV 89410

("Grantor"); GROUP 9 INC.

NEVADA

corporation, the address of which is

2150 CABOT BLVD. WEST

LANGHORNE, PA 19047

("Trustee"); and

Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America, and whose address is 400 E. Main Street, Stockton, CA 95290 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in CARSON CITY County, NEVADA, described below and all rights and interest in it Grantor ever gets:

LOT 15, IN BLOCK A, AS SHOWN ON THE FINAL SUBDIVISION MAP #2012 FOR GANSBERG ESTATES RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON OCTOBER 28, 1997, IN BOOK 1097, AT PAGE 5456 AS DOCUMENT NO. 425008, OFFICIAL RECORDS.

Tax Parcel Number: 1219-36-002-010

together

with all appurtenances insurance proceeds and condemnation proceeds related to it; income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures, at any time installed on or in or used in connection with such real property.

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All of the property described above will be called the "Property." If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property. Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have, a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law. As used herein "State" shall refer to the state of Nevada.

**2. Obligation Secured.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a Home Equity Line of Credit Agreement with Beneficiary with a maximum credit limit of \$100,000.00 the ("Credit Agreement"), including any extensions, renewals or modifications thereof and repayment of all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date"). All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt."

**3. Representations of Grantor.** Grantor represents that:

(a) Grantor is the owner of the Property, which is unencumbered except by: easements, reservations and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

**4. Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Beneficiary's written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e);

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the

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same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale;

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default; and

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

**5. Sale, Transfer or Further Encumbrance of Property.** Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

**6. Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust; at Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder; such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

**7. Remedies For Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the options of Beneficiary and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. The parties agree that interest is to be compounded as set forth in this paragraph. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After Trustee or Beneficiary gives any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any,

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shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts;

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value;

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Nevada;

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay; and

(e) If Grantor meets certain conditions, Grantor shall have the right to reinstate the Debt in accordance with applicable law within thirty-five (35) days after a notice of default and election to sell is recorded in the office of the county recorder in the county in which the Property is located and mailed by registered or certified mail, return receipt requested and with postage prepaid to Grantor, which thirty-five (35) day period commences on the first day following the day the recorded notice of default and election to sell is mailed.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement.

**9. Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; in defending of an action to enjoin foreclosure and, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

**10. Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law.

**11. Trustee; Successor Trustee.** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

**12. Savings Clause.** If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or

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the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

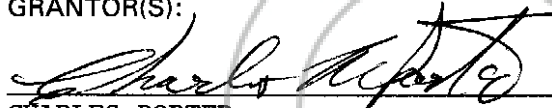
13. **Miscellaneous.** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the state of Nevada. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect.


14. **Beneficiary and Similar Statements.** Beneficiary may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement as provided by Nev. Rev. Stat. Ch. 107.310.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and any rider(s) executed by Grantor concurrently therewith.

DATED AT \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR(S):

  
\_\_\_\_\_  
CHARLES PORTER

  
\_\_\_\_\_  
MARGRET PORTER

Mail tax statements to:  
CHARLES PORTER  
759 GANSBERG CT  
GARDNERVILLE, NV 89410

\_\_\_\_\_  
Signature

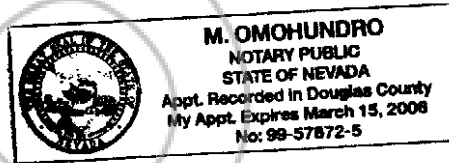
STATE OF NEVADA )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me on August 14, 2003, by Charles W. Porter and Margaret Porter.

[Signature]  
(Title and rank)  
Notary Public  
My commission expires: 3/15/06

WITNESS my hand and official seal

Notary Public in and for the State of Nevada.



**REQUEST FOR FULL RECONVEYANCE**  
Do not record. To be used only when Grantor's indebtedness has been repaid and Credit Agreement cancelled.

TO: **TRUSTEE** \_\_\_\_\_

The undersigned is Beneficiary of the within Deed of Trust and the legal owner and holder of the Home Equity Line of Credit Agreement secured thereby. Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

DATED \_\_\_\_\_

WASHINGTON MUTUAL BANK, FA

By \_\_\_\_\_

Its \_\_\_\_\_



## BORROWER'S AFFIDAVIT

Date: 08/13/2003

CHARLES PORTER  
MARGRET PORTER

\_\_\_\_\_ , makes the following representations based on their knowledge and belief to the Bank, WASHINGTON MUTUAL BANK, FA \_\_\_\_\_, to induce Bank to close.

1. Borrowers are the only owners of the real property hereinafter the "property" described as:

759 GANSBERG CT

GARDNERVILLE, NV 89410

LOT 15 IN BLOCK A

2. There are no matters pending against the Borrower that could give rise to a lien that would attach to the property or cause a loss of title or impair the title between the last abstract continuation and the recording of the Banks new loan, and Borrower has not and will not execute any instrument that would adversely affect the title or interest of the Bank.

3. Borrower has not caused any "Notice of Commencement" to be recorded which pertains to the property, nor has Borrower caused any unrecorded labor, mechanics, or materialmen liens against the property, and no material has not been paid for in full. Borrower has made no improvements, alterations or repairs to the property for which the costs thereof remain unpaid, and Borrower knows of no claims for labor or material furnished for repairing or improving the same which remain unpaid.

4. Borrower knows of no unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities, or improvements made by any governmental agencies. No notice has been received of any public hearing regarding future or pending zoning changes, or assessments for improvements by any governmental agencies.

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5. The following are recorded and/or unrecorded deeds, judgements, loans, mortgages, easements, rights of way for users or adverse interests with respect to the aforesaid property:

CREDITOR NAME: WASHINGTON MUTUAL      ACCOUNT NUMBER: 0306910649790516

6. Borrower knows of no violations of any municipal ordinances or restrictive covenants pertaining to the subject property.

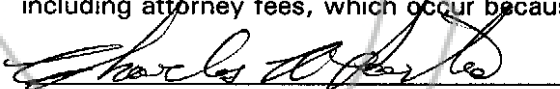
7. There are no existing contracts for sale or mortgage commitments (other than those being now closed) affecting the property.


8. There is no civil action pending which involves the property in any way. There is no action for bankruptcy pending against the Borrower.

9. Borrower agrees to cooperate, if requested by Bank, in adjusting for clerical errors on any or all closing documentation. Said adjustments to be made if deemed necessary or desirable in the reasonable discretion of Bank.

**THIS AFFIDAVIT** is made for the purpose of inducing the Bank to close and to disburse any funds on the above described representations. Borrower warrants that all these statements shall be true and correct at settlement, and Borrower shall notify Bank of any changes in these representations before closing. Borrower intends for Bank to rely on these representations.

The Bank and its' employees, as well as any attorney involved with this transaction, are hereby authorized to rely on these continuing declarations and representations, and Borrower will indemnify the persons and entities listed above, for all damages, loss, cost and expenses, including attorney fees, which occur because of such reliance.

  
CHARLES PORTER

  
MARGRET PORTER

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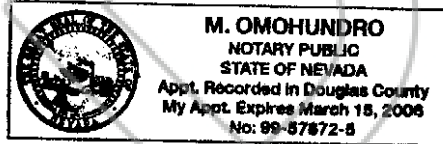
STATE OF NEVADA )  
COUNTY OF Douglas ) ss.  
CARSON CITY

SWORN TO and subscribed before me on 8/14/03, by Charles W. Porter, Margaret Porter  
who is/are personally known to me or who has produced NOL  
as identification.

(SEAL)

M. Omohundro  
Printed/Typed Name: M. Omohundro  
Notary public in and for the state of Nevada  
Commission Number: 315104

File No.: \_\_\_\_\_



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