

25-

REQUESTED BY
U.S. Recordings
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

Assessor's Parcel Number: 1219-26-002-012.....

2004 MAR -2 AM 11:42

Mail Tax Statements To (name and address):
CHARLES PAYA
402 FOOTHILL RD
GARDNERVILLE NV 89460

WERNER CHRISTEN
RECORDER

\$25⁰⁰ PAID Kg DEPUTY

Return To (name and address):
U.S. Recordings, Inc.
2925 Country Drive, Suite 201
St. Paul, MN 55117

State of Nevada _____ Space Above This Line For Recording Data _____

ALS #: 3000238223 (a) **DEED OF TRUST** 17789486 TC
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 2/10/04.....
..... and the parties, their addresses and tax identification numbers, if
required, are as follows:
GRANTOR: CHARLES PAYA Trustee of the Paya Living Trust
dated October 2, 2002.

1 If checked, refer to the attached Addendum incorporated herein, for additional Grantors,
their signatures and acknowledgments.

TRUSTEE: U.S. Bank Trust Company, National Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is
acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance
under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to
Trustee, in trust for the benefit of Lender, with power of sale, the following described property
(if property description is in metes and bounds the name and mailing address of the person who
prepared the legal description must be included):

The real estate deed of trust herein is described in Exhibit "A" which is attached hereto and hereby
incorporated herein by reference.

NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE)

5147735
CA (page 1 of 7)

Expera - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

0606161
BK0304PG01032

The property is located in DOUGLAS at 402 FOOTHILL RD
(County)
GARDNERVILLE, Nevada 89460
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$160,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5147735

Page 2 of 7

0606161

BK0304PG01033

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

5147735

(page 3 of 7)

0606161

BK0304PG01034

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. **DEFAULT.** Grantor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following:

(a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

5147735

Page 4 of 7

0606161
BK0304PG01035

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that:

5147735

Cf Page 5 of 7

0606161

BK0304PG01036

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

5147735

[Signature]
Page 6 of 7

0606161

BK0304PG01037

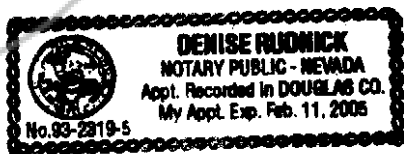
19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
 [Check all applicable boxes]
 Assignment of Leases and Rents Other
21. **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Charles Paya
 (Signature) CHARLES PAYA (Date) *2/10/04* (Signature) (Date)

ACKNOWLEDGMENT:
 STATE OF *Nevada* COUNTY OF *Douglas*) ss.
 This instrument was acknowledged before me this *10th* day of *Feb.*, 2004.
 (Individual) by *CHARLES PAYA* *Trustee of the Paya living trust 10-2-2002*
 My commission expires:

Denise Rudnick
 (Notary Public)
Notary Public
 (Title and Rank)



0606161
 BK0304PG01038

CERTIFICATION OF REVOCABLE LIVING TRUST

We, Charles H Paya IV, being first duly sworn, do depose and say that:

1. I, Charles H Paya IV, am the sole currently acting Trustee

We, _____ are all of the currently acting Trustees of the The Paya Living Trust trust ("Trust") under Trust Agreement dated October 2, 2002.

2. This Certification of Trust is made by the Trustee to and for the benefit of U.S. Bank National Association ("Bank") on the date below specified for the purpose of inducing Bank to extend credit to Charles H Paya IV as shown on the loan documents attached hereto as Exhibit A and hereby incorporated herein. To facilitate this transaction, each person who signs below states that the Bank may continue to rely upon this Certification in connection with any aspect of the transaction until and unless one or more of the undersigned furnishes written notice to the contrary to Bank.

3. The Trustor under the Trust is Charles H Paya IV.

4. The Trustee is duly appointed and qualified.

5. Title to assets of the Trust is to be taken and held as follows: Charles H Paya IV Trustee of the Paya Living Trust.

6. The Trust is revocable and the person holding the power to revoke the Trust is Charles H Paya IV. The Trustor's right of revocation is unrestricted and includes the right of amendment and the right to withdraw assets. If there is more than one Trustor, each Trustor has an unrestricted right to revoke the Trust, amend the Trust or withdraw Trust assets, regardless of which Trustor contributed the assets to the Trust.

7. The Trustee has the powers conferred upon a trustee by the Uniform Trustees' Powers Act as enacted in the state in which the Trust was created, and to the extent not included therein, the power to: (a) acquire and dispose of property; (b) sell, pledge, hypothecate, encumber, or otherwise alienate Trust assets; (c) borrow money to be repaid from Trust assets; and (d) pay any expenses incurred in the collection, care, administration and protection of the Trust.

8. The Trust is currently in effect, there having occurred no event or passage of time that has caused the Trust to terminate. The Trust has not been revoked, modified or amended in any manner that would cause any of the representations made in this Certification to be incorrect.

9. If there is more than one Trustee of the Trust, the Trust Agreement provides that the documentation required to commit the Trust and its assets to the transactions we are requesting must be signed by:

- Any one of us.
- All of us.

The following Trustees: Charles H Paya IV

Note to Trustee: You must initial box if applicable.

10. The Trustee has the power to appoint an agent to exercise any of the powers described in paragraph 7 above.

Note to Trustee: You must initial box if applicable.

11. The Successor Trustee is Patrick Paya.

0606161

BK0304PG01039

12. The Taxpayer Identification Number of the Trust is 559-90-1670

13. The mailing address for the Trustee is:

402 Foothill Rd
Gardnerville NV 89460

14. Each of the persons executing this Certification represents that all of the Trustees of the Trust have executed it, whether or not each of them is required to execute the documents contemplated by the transaction in which the Trust proposes to engage.

Date _____

[Signature]
Trustee

Date _____

Trustee

NEVADA ONLY

State of Nevada)

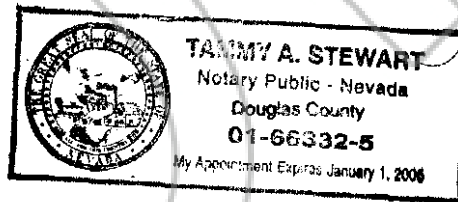
County of Douglas) ss.

This instrument was acknowledged before me on 2/5/04 by Charles H. Pava as Trustee of _____ Trust.

Tammy A. Stewart
Signature of Notarial Officer

Notary
Title and Rank

January 1, 2005
My Commission Expires



[Original to Bank; Copy to Customer]

0606161
BK0304PG01040



(all states except California)
DIRECTION TO TRUSTEE

Charles H Pays IV Trustor of the The Pays Living Trust, under agreement dated October 2, 2002 ("Trust") in which Charles H Pays IV is Trustee, pursuant to the power retained by the Trustor to revoke or amend the Trust in whole or in part and to give directions to the Trustee, hereby directs the Trustee to execute on behalf of the Trust, the Deed of Trust ("Document(s)"), in favor of U.S. Bank National Association ND ("Bank"), to guarantee and/or secure a loan/line by the Bank of \$ 161,000 to Charles H Pays IV ("Borrower"). Trustor directs such action for himself/herself, his/her heirs, personal representatives and assigns and on behalf of all beneficiaries of the Trust whose interest in the Trust is entirely dependent upon Trustor's exercise or non-exercise of his/her powers of revocation, amendment and withdrawal.

If for any reason the Document(s) is/are not enforceable against the Trust, this Direction shall constitute a withdrawal by Trustor of assets of the Trust sufficient to satisfy the indebtedness intended to be secured or guaranteed by the Document(s) or a revocation or amendment of the Trust to the extent required by this Direction to Trustee and the agreement by Trustor to be personally bound on the Document(s) to the same extent that Trustor would be bound if he/she had signed the Document(s) himself/herself individually. Trustor also agrees, and hereby directs the Trustee, to indemnify and hold Bank harmless from any demand, claim, suit or action brought by any person alleging that an act taken by Bank in reliance on this Direction was unlawful, unauthorized or void. In the event of any action to enforce this Direction, Bank shall be entitled to costs and disbursements allowed by law and reasonable attorney fees in the event of any suit or action and/or any related appeal or petition for review. Trustor further directs that a copy of this Direction, with all attachments, be made an exhibit to and incorporated into the Document(s).

Bank will not be held responsible for any use of the loan proceeds by Borrower, Trustee, Trustor, or by any agent, nominee, or other person Borrower, Trustee or Trustor may have authorized or Bank may reasonably believe has been so authorized.

Trustor will notify Bank immediately of the death, incapacity, removal or resignation of Trustee, and shall promptly confirm to Bank the identity of the successor Trustee. Bank may require that notice of the death, incapacity, removal or resignation of Trustee be accompanied by evidence satisfactory to Bank.

DATED this _____ day of _____, 20__.


TRUSTOR

TRUSTOR

[Original to Bank; Copy to Customer]

Hereafter, unless otherwise indicated, the singular shall be used and shall include the plural.

0606161

BK0304PG01041



CONSUMER CREDIT REFERENCE GUIDE

Revision Date 04/23/02

DIRECTION TO TRUSTEE

Exhibit IV-G

All states except California

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on the 5th day of February, 2004, by



Charles H. Pava
Notary Public for
My commission expires: January 1, 2005

For Use if the Trust Contains Community Property Assets
SPOUSAL CONSENT

I, _____, being the spouse of the above-named Trustor of the _____ Trust, hereby acknowledge that I may have a community property interest in assets that have been transferred to the above-named Trust and hereby (i) confirm and ratify the creation of the Trust and the transfer of community property assets to the Trust, (ii) consent to Trustor signing above and to all acts to be performed by the Trustor and Trustee by virtue of this Direction to Trustee, (iii) confirm and ratify all that Trustor and Trustee have already done which could have been authorized by this Consent, and (iv) agree that the foregoing actions and authority will benefit the community composed of Trustor and myself.

Spouse _____

Date _____

STATE OF _____)
County of _____) ss.

Signed or attested before me on this _____ day of _____, 20____, by _____

Notary Public for _____
My commission expires: _____

0606161

BK0304PG01042

EXHIBIT A

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 26,
TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO BASELINE AND
MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF
SECTION 26, T.12N., R.19E., M.D.B.&M., WHICH LIES
SOUTHWESTERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF FOOTHILL
ROAD PER BOOK 1176 AT PAGE 907, DOUGLAS COUNTY, NEVADA,
RECORDER'S OFFICE, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, T.12N.,
R.19E., M.D.B.&M., THE POINT OF BEGINNING; THENCE ALONG THE
SOUTH LINE OF SAID SECTION 26, NORTH 89 DEGREES 55' 00" WEST,
258.06 FEET TO A STATE LINE MONUMENT; THENCE ALONG THE
CALIFORNIA/NEVADA STATE LINE NORTH 49 DEGREES 33' 30" WEST,
1,395.09 FEET; THENCE NORTH 00 DEGREES 03' 10" EAST, 417.48
FEET; THENCE SOUTH 89 DEGREES 54' 40" EAST, 447.46 FEET TO
THE SOUTHWESTERLY RIGHT-OF-WAY OF FOOTHILL ROAD; THENCE ALONG
SAID RIGHT-OF-WAY SOUTH 46 DEGREES 31' 30" EAST, 374.12 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA
ANGLE OF 14 DEGREES 06' 23", RADIUS OF 3,036.97 FEET AND AN
ARC LENGTH OF 747.71 FEET; THENCE NON-TANGENT TO THE
PRECEDING CURVE SOUTH 00 DEGREES 02' 29" EAST, 622.00 FEET TO
THE POINT OF BEGINNING.

Permanent Parcel Number: 1219-26-002-012
CHARLES H. PAYA IV, TRUSTEE UNDER THE PAYA LIVING TRUST,
DATED OCTOBER 2, 2002

402 FOOTHILL ROAD, GARDNERVILLE NV 89460
Loan Reference Number : 20040141339470
First American Order No: 5147735
Identifier: ELS



U17789486-01FB12

DEED OF TRUST
LOAN# 3000238223
US Recordings

0606161

BK0304PG01043