

REQUESTED BY
FIRST CENTENNIAL TITLE CO.

IN OFFICIAL RECORDS OF
CLARK COUNTY, NEVADA

WHEN RECORDED
MAIL TO

2004 APR -6 PM 3: 01

AMERICAN GENERAL FINANCIAL
3827 S CARSON ST
CARSON CITY NV 89701

WERNER CHRISTEN
RECORDER

\$20.00 PAID *KJ* DEPUTY

APN:1420-07-816-012

189574-CT SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END DEED OF TRUST

THIS INSTRUMENT SECURES LOAN ADVANCES, INCLUDING FUTURE LOAN ADVANCES UP TO A MAXIMUM PRINCIPAL AMOUNT OUTSTANDING AT ANY TIME (THE "LINE OF CREDIT") OF \$ 10,000.00. THE LOAN AGREEMENT [] DOES DOES NOT CONTAIN PROVISIONS FOR A VARIABLE INTEREST RATE.

THIS OPEN-END DEED OF TRUST (herein "Deed of Trust") is made this 3 day of APRIL, 2004 among the Trustor(s) JOHN F. MASON, A MARRIED MAN, AS HIS SOLE & SEPERATE PROPERTY (herein "Trustor"), whose address is 984 RANCHVIEW CIRCLE CARSON CITY NV 89701 AG DOCUMENTATION

herein ("Trustee"), whose address is 3827 S CARSON ST CARSON CITY NV 89701 and the Beneficiary, AMERICAN GENERAL FINANCIAL, SVCS DELEWARE corporation (herein "Lender"), whose address is 3827 S CARSON ST CARSON CITY NV 89701

WHEREAS JOHN F. MASON, A MARRIED MAN, AS HIS SOLE & SEPERATE PROPERTY (herein "Borrower") is/are or shall hereafter from time to time be indebted to Lender for money borrowed and accrued interest thereon under a certain Home Equity Line of Credit Agreement (the "Agreement") evidencing a revolving and replenishing open-end line of credit, by and between Borrower and Lender, dated APRIL 03, 2004, and in a maximum principal amount which shall at no time exceed the Line of Credit amount set forth above and in the Agreement, plus interest as provided therein and amounts advanced in accordance herewith to protect the security of this Deed of Trust, with the balance of the indebtedness, if not sooner paid, due and payable set forth in the Agreement which is specifically incorporated herein by this reference, and, among other terms, provides as follows (the following description is a summary only, and the language of the Agreement is controlling):

(a) It obligates Lender to advance sums ("Advances") in amounts not less than \$100 from time to time to Borrower upon the written request or order of Borrower therefor for a Draw Period as disclosed in the Agreement as long as the outstanding balance of principal (excluding amounts advanced in accordance herewith to protect the security of this Deed of Trust) does not at any time exceed the above stated Line of Credit amount, and as long as the Advance would not cause an Event of Default and the Line of Credit has not been suspended for default, and otherwise without any discretion or review on the part of Lender; providing, however, for earlier ending of the Draw Period (i) If Lender sends Borrower written notice prior to that date of its intention to end the Draw Period; (ii) If Borrower's action or inaction adversely affects the Real Property or our rights in the Property.

(b) It requires a minimum monthly payment by Borrower.

(c) It provides for interest to be calculated and charged on the unpaid balance of principal at either a fixed or variable rate, and if at a variable rate, to be directly tied to fluctuations in an index that is beyond the control of Lender and readily verifiable by Borrower, such index in the first instance being the "Prime Rate" as published in the "Money Rates" section of The Wall Street Journal, with provision for a substitute index, and also provides for a Rate Cap for the term of the Agreement.

(d) It permits Lender to suspend the Line of Credit if Borrower defaults, and subject to Borrower's right to cure and reinstate the Line of Credit, permits Lender to terminate the Line of Credit and accelerate the balance due if the default is not cured.

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(e) It contemplates that from time to time during the term of the Agreement there may be no indebtedness of Borrower to Lender outstanding, but that Borrower has the right thereafter to incur further indebtedness to Lender under the Agreement by making a written request or order for an Advance, which Advance shall be secured by this Deed of Trust with the same priority as if such Advance had been made on the date of this Deed of Trust, thereby continuing Lender's security interest in the Property with priority over any and all encumbrances, whether voluntary or involuntary, which attached to the Property and were perfected subsequent to the time of the recording of this Deed of Trust with the appropriate recording office or in any other manner, including, without limitation, subsequently recorded mortgages, deeds of trust, attachments and liens.

(f) It intends to secure all Advances under the Agreement by the lien of this Deed of Trust with priority over any and all encumbrances, whether voluntary or involuntary, which attached to the Property and are perfected subsequent to the time of the recording of this Deed of Trust with the appropriate recording office or in any other manner, including, without limitation, subsequently recorded mortgages, deeds of trust, attachments and liens.

IN CONSIDERATION of the Agreement referred to above and the indebtedness recited herein and to secure to Lender (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Trustor herein contained, (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender (herein "Future Advances"), and (c) the performance by Borrower of all the terms and covenants and any other obligations of Borrower as set forth in the Agreement, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CARSON CITY, State of Nevada, LOT 32, BLOCK O, RIDGE HEIGHTS PHASES 7B & 9, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY STATE OF NEVADA, ON SEPT 5, 1995, in book 995 page 410, as doc no 369825 and by certificate of amendment recorded august 14, 1996, in book 896, pg 2588, doc. 394289 which has the address of 984 RANCHVIEW CIR CARSON CITY

89705 (Street) (City)
Nevada (herein "Property Address");
(Zip)

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and all the foregoing, together with said Property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

Trustor covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for the encumbrances specified of record. Trustor covenants that Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to the encumbrances specified of record.

Trustor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Trustor shall promptly pay or cause to be paid when due the principal of and interest on the indebtedness evidenced by the Agreement, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Taxes, Assessments, and Charges. Trustor shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. Trustor shall supply Lender with evidence reasonably satisfactory to it that such amounts have been paid.

3. Application of Payments. Unless applicable law provides otherwise all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first to any applicable outstanding fee or check collection charge, then to any applicable credit insurance premiums, then to finance charges, and finally to principal. Application to principal shall be in the inverse order of Advances made.

4. Prior Mortgage and Deeds of Trust. Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due.

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5. Hazard Insurance. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the maximum amount that can be borrowed under the Agreement, plus the amount outstanding under any mortgage or deed of trust with priority over this Deed of Trust.

The insurance carrier providing this insurance shall be chosen by Trustor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Trustor making payment, when due, directly to the insurance carrier or the holder of a prior deed of trust. Trustor shall supply Lender with evidence reasonably satisfactory to it that such premiums have been paid.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Trustor shall promptly furnish to Lender all renewal notices and all receipts of paid premiums, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Deed of Trust. All insurance policies shall provide for at least 30 days' prior written notice to Lender of any cancellation or reduction in coverage. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

Unless Lender and Trustor otherwise agree in writing, and Trustor is not in default under this Deed of Trust, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Trustor hereby appoints Lender as Trustor's attorney-in-fact to endorse any insurance proceeds payments.

Unless Lender and Trustor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Trustor shall perform all of Trustor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Trustor and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If the Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or in any mortgage, deed of trust, or other security agreement with a lien which has priority over this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Trustor, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees, entry upon the Property to make repairs, and cure of any defaults under any prior security instrument.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Lender agree to other terms or payment, such amounts shall be payable upon notice from Lender to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections and appraisals of the Property, provided that Lender shall give Trustor notice prior to any such inspection or appraisal specifying reasonable cause therefor related to Lender's interest in the Property. Inspection or appraisal shall be conclusively presumed to be reasonable if conducted for the purpose of determining whether or not the Property is materially impaired.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. In the event of a partial taking of the Property, unless Trustor and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the Line of Credit secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to the Trustor.

If the Property is abandoned by Trustor, or if, after notice by Lender to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Trustor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments.

10. Trustor Not Released. Extensions of the time for payment or modifications of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor and Trustor's successors in interest. Furthermore, Trustor specifically agrees that any modifications or amendments of the Agreement of this Deed of Trust shall not release Trustor from Trustor's obligations under this Deed of Trust and shall not affect the priority of this Deed of Trust with respect to any Advances made pursuant to the Agreement. Such modifications or amendments shall include, but not be limited to, any provision for adjustment or variation in the interest rate applicable from time to time under the Agreement, and any resulting changes in the minimum payment amount and loan balance.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy, unless Lender specifically waives such right or remedy in writing. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust or distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. Any Trustor who co-signs this Deed of Trust, but does not execute the Agreement (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Trustor hereunder may agree to extensions, modifications, forbearances or any other accommodations with regard to the terms of this Deed of Trust or the Agreement without the Trustor's consent and without releasing that Trustor or modifying this Deed of Trust as to that Trustor's interest in the Property.

14. Notices. Except for any notice required under applicable law or this Deed of Trust to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice with the U.S. postal service (or equivalent foreign postal service) postage prepaid, or delivering it by private mail to courier service, to Trustor at Trustor's address as contained in the current files of Lender, and shall be considered given when sent, and (b) any notice to Lender shall be given by mailing such notice with the U.S. postal service (or equivalent foreign postal service) first-class mail postage prepaid, or delivering it by private mail or courier service, to Lender at Lender's address specified in the monthly billing statement sent to Trustor pursuant to the Agreement, or at Lender's address shown on page 1 of the Deed of Trust if no monthly statement has been issued, and shall be considered given when received by Lender.

15. Governing Law; Severability. The law applicable to this Deed of Trust shall be the laws of the State of Nevada. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust, and, in particular, but not limited to, (i) Title VIII of P.L. 97-320, 12 U.S.C. 3801 et seq., and regulations referred to therein and any amendments thereto, relating to "alternative mortgage transaction", and (ii) Title III, Part C of P.L. 97-320, 12 U.S.C. 1701j-3, and regulations referred to therein and any amendments thereto, relating to pre-emption of due-on-sale prohibitions. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Agreement are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any equitable or legal interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. Notwithstanding any other provision of this paragraph 16, neither the person to whom the Property is sold or transferred, nor Trustor, is permitted to obtain any Advances under the Agreement after such sale or transfer.

If Lender exercises the option, Lender shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

17. Acceleration; Remedies. Upon the occurrence of a Event of Default as specified in the Agreement, or upon any violation or breach by Trustor of the provisions and covenants of this Deed of Trust, including without limitation the covenant to pay when due any sums secured by this Deed of Trust, Lender, at Lender's option, subject to any right to notice and cure as provided in the Agreement and following any time period provided for such cure, may then declare all of the sums secured by this Deed of Trust to be immediately due and payable without further notice or demand, except as required by law, and may bring an action in any court of competent jurisdiction to foreclose this instrument, or to enforce any of the covenants and agreements, and may invoke the power of sale and any other remedies permitted by applicable law. No remedy is intended to be exclusive, and all remedies shall be cumulative. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of abstracts, title reports, documentary evidence, title insurance, appraisals and court costs. Notwithstanding any right to cure, the right to obtain Advances can only be reinstated as provided in the Agreement.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums or receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and Receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all amounts secured by this Deed of Trust and payment in full of all indebtedness incurred under the Agreement, and provided that Trustor has no intent to obtain any further advances under the Agreement, and Trustor has returned all access devices, including any unused checks, and all outstanding checks have been paid, Lender shall release this Deed of Trust without charge to Trustor. Trustor shall pay all costs of recordation of any release, if any.

20. Assumption Fee. If all or any part of the property or any interest in it is sold or transferred with or without Lender's prior written consent, and whether or not Lender requires immediate payment in full of all sums secured by this Deed of Trust after such sale or transfer as provided in Paragraph 16, Trustor shall pay or cause to be paid to Lender an assumption fee of \$ N/A.

21. Priority of Advances. Trustor or Lender mutually covenant and agree and represent to all third parties who may file or obtain any lien on the Property subsequent to the time of the recording of this Deed of Trust that all Advances made under the Agreement, including both those requested by Borrower and those otherwise added to Borrower's accounts as Advances to protect the covenants of the Deed of Trust, for closing costs, or otherwise are to have, and are intended by Trustor and Lender to have, priority over any lien on the Property filed or obtained subsequent to the time of the recording of this Deed of Trust.

22. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all title, power and duties conferred upon the Trustee herein and by applicable law.

23. Time of Essence. Time is of the essence of each covenant of this Deed of Trust.

24. Waiver of Exemptions. To the extent permitted by law, Trustor hereby waives and transfers to Lender any exemption rights permitted under applicable state or federal law with respect to the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEED OF TRUST

Trustor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust give Notice to Assignee, AMERICAN GENERAL FINANCIAL SERVICES, INC., a Delaware corporation, c/o the office address of the registered agent of Assignee on file with the Nevada Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above-mentioned.

Witness

[Signature]

Trustor JOHN F MASON

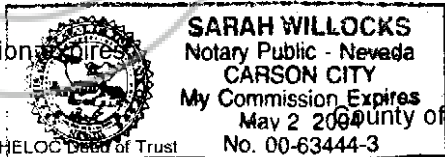
[Signature]
Trustor

Witness

STATE OF NEVADA, CARSON County ss:

On APRIL 3, 2004 personally appeared before me, a notary public JOHN F MASON who acknowledged that HE executed the above instrument.

My Commission



Notary Public

[Signature]

CARSON

State of Nevada

NVX466 (1-18-04) HELOC Deed of Trust

No. 00-63444-3

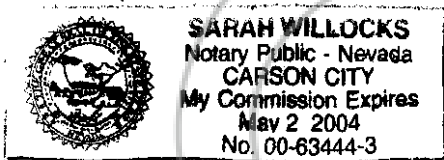
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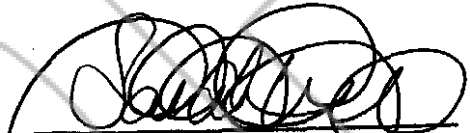
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State of Nevada
County of Carson City

Subscribed and sworn to before me on this 3 of April 2004

By John F Mason and _____





Signature of Notary Public

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