

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 8 Fee: 21.00  
BK-0105 PG- 2892 RPTT: 0.00



Assessor's Parcel Number: 1219-15-002-043

After Recording Return To:  
THE CAL BAY MORTGAGE GROUP, A  
CALIFORNIA CORPORATION  
939 TRANSPORT WAY, PETALUMA, CA  
94954  
ATTN:

Prepared By: AIDA DIAS  
THE CAL BAY MORTGAGE GROUP, A CALIFORNIA CORPORATION  
939 TRANSPORT WAY PETALUMA, 94954  
Recording Requested By: THE CAL BAY MORTGAGE GROUP, A CALIFORNIA CORPORATION

90421.568 [Space Above This Line For Recording Data]

DOC ID #: 74004971

DEED OF TRUST

(Line Of Credit) TROUTNER  
MIN: 100050400740049712  
LOAN #: 74004971

THIS DEED OF TRUST, dated DECEMBER 27, 2004, is between DAVE TROUTNER AND  
DIANA LYNN TROUTNER, HUSBAND AND WIFE

residing at 879 FOOTHILL ROAD, GARDNERVILLE, NV 89460

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and SECURITY  
MORTGAGE GROUP

as trustee and hereinafter referred to as the "Trustee," with an address at 939 TRANSPORT WAY,  
PETALUMA, CA 94954

for the benefit of "Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for  
THE CAL BAY MORTGAGE GROUP, A CALIFORNIA CORPORATION

(hereinafter "you" or "Lender") and Lender's successors and assigns," with an address at P.O. Box 2026, Flint,  
MI 48501-2026, tel. (888) 679-MERS, referred to as the "Beneficiary."

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this  
Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's  
successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the  
right to foreclose and sell the Premises; and to take any action required of Lender including, but not limited to,  
releasing or canceling this Deed of Trust.

HELOC - NV Deed of Trust with MERS  
FE-4331 (NV) (0307)

74004971

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the premises located at: **879 FOOTHILL ROAD, GARDNERVILLE**

**DOUGLAS** County Nevada **89460** Street, Municipality ZIP (the "Premises").

and further described as:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

**LOAN:** The Deed of Trust will secure your loan in the principal amount of \$ **60,000.00** or so much thereof as may be advanced and readvanced from time to time to **DAVE TROUTNER AND DIANA LYNN TROUTNER, HUSBAND AND WIFE**

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated **DECEMBER 27, 2004**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

**OWNERSHIP:** We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

**BORROWER'S IMPORTANT OBLIGATIONS:**

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our 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.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

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(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.

(g) **PRIOR DEED OF TRUST:** If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated \_\_\_\_\_ and given by us for the benefit of

as beneficiary, in the original amount of \$ \_\_\_\_\_ (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **DUE-ON-SALE:** In the event that we, or any successor to our interest in the Premises, sells or contracts to sell or transfers any interest in the Premises, either voluntarily or involuntarily, at your option, you may declare the full amount owed under the Note and secured by this Deed of Trust immediately due and payable even though the time for maturity as expressed in the Note may not have arrived.

(k) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

**DEFAULT; ACCELERATION:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may declare all amounts secured by this Deed of Trust immediately due and payable and the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you or the



Trustee may, in accordance with applicable law. (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to the public, including, but not limited to, trustee's fees, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**ABSOLUTE ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** We hereby unconditionally assign to you the rents of the Premises. Nevertheless, you will allow us to use the rents, if any, until such time as any event or condition of default as described in Paragraph 12.A of the Note occurs. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you, shall be given by certified mail, return receipt requested, to your address at **THE CAL BAY MORTGAGE GROUP, A CALIFORNIA CORPORATION**

**939 TRANSPORT WAY, PETALUMA, CA 94954**

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, you shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

**GENERAL:** You or the trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

**TRUSTEE:** Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trust herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefore, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

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THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

    *Dave Troutner*    1/04/05  
- BORROWER - DAVE TROUTNER - DATE -

    *Diana Lynn Troutner*    1/04/05  
- BORROWER - DIANA LYNN TROUTNER - DATE -

COPY

WITNESS:



STATE OF NEVADA  
COUNTY OF *Douglas*

The instrument was acknowledged before me on *1/4/05* by

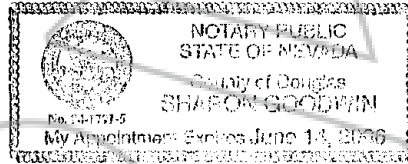
*DAVE TROUTNER & Diana Lynn Troutner*

My Commission Expires: *6/14/06*

*[Signature]*  
\_\_\_\_\_  
Notary Public

Mail Tax Statements To:  
**DAVE TROUTNER**

**879 FOOTHILL ROAD GARDNERVILLE, NV 89460**



*COPIES*



## Legal Description

All that real property situate in the County of Douglas , State of Nevada, described as follows:

### PARCEL ONE:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Southwest ¼ of Section 14 and the Southeast ¼ of Section 15, Township 12 North, Range 19 East, M.D.M., and more particularly described as follows:

A boundary line adjustment between Revised Parcel 2 and Revised Parcel 3 of the Parcel Map for Weyher Construction Company filed for record in Book 779 at Page 604 as Document No. 34394, Official Records of Douglas County, Nevada and Revised Parcel 2 of the Parcel Map for DOROTHY COLLEY and DIANE GORDON filed for record in Book 1286 at Page 3238 as Document No. 147357, Official Records of Douglas County Nevada and as shown on that Record of Survey for: DOROTHY COLLEY and DIANE GORDON filed for record in Book 1286 at Page 3238 as Document No. 147357, Official Records of Douglas County, Nevada and more particularly described as follows:

Commencing at the Northeast corner of the COLLEY, GORDON, Revised Parcel 2 as shown on aforesaid Record of Survey from which point the North ¼ corner of aforesaid Section 14 bears North 41°31'44" East a distance of 3,356.53 feet; thence from aforesaid Northeast corner along the North line of said parcel South 64°00'25" West a distance of 294.66 feet to the TRUE POINT OF BEGINNING; thence leaving said North line South 31°45'55" East a distance of 34.34 feet; thence South 38°08'52" East a distance of 125.14 feet; thence North 64°00'25" East a distance of 11.50 feet to the Northwest corner of Revised Parcel 1 as shown on the aforesaid COLLEY/GORDON Parcel Map; thence along the Westerly and Northerly lines of said parcel South 22°36'30" East a distance of 197.02 feet; thence South 65°24'45" West a distance of 35.47 feet; thence South 26°40'22" East a distance of 153.20 feet; thence South 62°59'51" West a distance of 155.89 feet to the Northeast corner of Parcel 4 of the aforesaid Weyher Construction Parcel Map; thence along the Northerly line thereof South 64°00'25" West a distance of 330.87 feet to a point on the Easterly right-of-way line of Foothill Road; thence along said right-of-way line North 39°02'32" West a distance of 218.11 feet, thence along a tangent curve to the right whose radius bears North 50°57'28" East, 4,960.00 feet distant with a central angle of 01°33'55", an arc length of 135.52 feet and whose chord bears North 38°15'34" West a distance of 135.51 feet; thence leaving said right of way line North 61°08'13" East a distance of 404.23 feet; thence North 25°59'35" West a distance of 143.10 feet; thence North 64°00'25" East a distance of 165.02 feet; to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded November 20, 1992, in Douglas County, Nevada in Book 1192, Page 3651, as Document No. 293657.

### PARCEL TWO:

A private access easement as reserved in that Individual Grant Deed, recorded November 20, 1992, in Book 1192, Page 3652, as Document No. 293658, Official Records, Douglas County, Nevada



**Legal Description - Continued**

**PARCEL THREE:**

A private 25 foot access easement as shown on that Parcel Map for Dorothy Colley, and Diane Gordon, filed for record in the Office of the Recorder of Douglas County, Nevada, on December 26, 1986, in Book 1286, at Page 3238, as Document No. 147357, Official Records

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain DEED OF TRUST, recorded in the office of the County Recorder of DOUGLAS County, Nevada on December 24, 2001, in Book 1202, Page 8168, as Document No. 0530839, of Official Records.

