

OFFICIAL RECORD

Requested By:

FIRST CENTENNIAL TITLE

APN: 1220-16-310-017

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0405 PG-10153 RPTT: 0.00



140941-CT

AFTER RECORDING MAIL TO

SPACE ABOVE FOR RECORDER'S USE ONLY

AMERICAN GENERAL FINANCIAL SVCS INC
3827 S CARSON ST
CARSON CITY NV 89701

REAL PROPERTY TRUST DEED

Beneficiary:
AMERICAN GENERAL FINANCIAL SVCS INC
3827 S CARSON ST
CARSON CITY NV 89701

Trustee:
AMERICAN GENERAL FINANCIAL SVCS INC
3827 S CARSON ST
CARSON CITY NV 89701

Date of Loan 04/22/2005

Amount Financed \$ 79,719.00

By this Deed of Trust, the undersigned (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Note/loan agreement of even date from DAVID W DURAN, AN UNMARRIED MAN to Beneficiary above named, and all future (Borrowers)

advances from Beneficiary to Trustor or Borrower, the maximum Outstanding at any given time not to exceed the Amount Financed stated above, hereby grants, transfers and assigns to the above named Trustee in trust, with power of sale, the following described real estate together with all improvements thereon situated in Nevada, County of DOUGLAS.

If the Trustor shall fully pay according to its terms the indebtedness hereby secured then this Trust Deed shall become null and void.

Trustor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain fire, extended coverage and vandalism and malicious mischief insurance in such form and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default thereof Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Deed of Trust and shall bear interest from the date of payment at the Annual Percentage Rate, set out in the Federal Disclosure Statement related to this document.

Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such event and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this Deed of Trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of Nevada in force at the time of such sale, and if in separate parcels, in such order as Beneficiary may direct, a public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public oral announcement at the time fixed by the preceding postponement. Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Trustor also agrees that in the event of any default in any terms and conditions of any prior trust deed affecting the aforesaid real estate or in the event of any default in any of the terms and conditions of any other trust deed, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the Beneficiary may, at its option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if Beneficiary chooses, Beneficiary may pay such sum or sums as shall be necessary so that the terms and conditions of any trust deed, the lien of which is then prior and paramount to the lien of this instrument may be complied with, which such sums or sum when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment or payments at the highest lawful contract rate per annum.

Beneficiary may, without the concurrence of Trustor and/or Trustee, at any time and for any reason, by instrument in writing substitute a successor to any Trustee named herein or acting hereunder, which instrument, when property acknowledged and recorded in the office of County Clerk of the County where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall succeed to all its title, estate, rights, powers and duties.

This Deed inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

Signature of Trustor



This Deed inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

Signature of Trustor

DAVID W DURAN

STATE OF NEVADA
COUNTY OF CARSON

On APRIL 22, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID W DURAN known to me to be the person whose name _____ subscribed in the within instrument and acknowledged to me that he/she/they executed the same.



Notary's Signature [Signature]
Type or Print Notary's Name SARAH WILLOCKS

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid

To _____, Trustee: Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

CORPORATE NAME
By _____

Do not lose or destroy this Deed of Trust OR THE NOTE/LOAN AGREEMENT which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"
Legal Description

Lot 17, in Building C, of SEQUOIA VILLAGE TOWNSHOUSES-1, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on November 14, 1979, in Book 1179, Page 776, as Document No. 38712, and as corrected by Certificate of Amendment, recorded July 14, 1980, as Document No. 46136.

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