

OFFICIAL RECORD

Requested By:
STEWART TITLE

PREPARED BY AND
WHEN RECORDED MAIL TO:
IRWIN HOME EQUITY CORPORATION
ATTN: LOAN SERVICING - POST CLOSING
12677 ALCOSTA BLVD., #500
SAN RAMON, CA 94583
1-800-977-7364

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 10 Fee: 26.00
BK-0605 PG- 8650 RPTT: 0.00



MAIL TAX STATEMENT TO:

PEDRO A. DUARTE
1303 JOBS PEAK DRIVE
GARDNERVILLE, NV 89460

Loan No.: 658-0001715530
Parcel #: 1220-16-610-059

050501658

**CREDIT LINE DEED OF TRUST
AND REQUEST FOR NOTICE OF
DEFAULT AND NOTICE OF SALE**

MIN 100135300017155300

THIS CREDIT LINE DEED OF TRUST is made this 10th day of June, 2005 ✓
among the Trustor, PEDRO A. DUARTE AND DORA H. DUARTE, HUSBAND AND WIFE, AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON ✓

(herein "Borrower"), whose mailing address
is 1303 JOBS PEAK DRIVE, GARDNERVILLE, NV 89460
Irwin Home Equity Corporation, an Indiana corporation (herein "Trustee"), and the Beneficiary, Mortgage Electronic
Registration Systems, Inc., a corporation organized and existing under the laws of Delaware, with an address and
telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS (herein "MERS") and the
successors and assigns of MERS. MERS is a separate corporation that is acting solely as a nominee for Irwin Union
Bank and Trust Company, a corporation organized and existing under the laws of Nevada with an address of
1717 East College Parkway, Carson City, NV 89706 (herein "Lender") and Lender's successors and assigns.

BORROWER has entered into a Home Equity Line Agreement and Disclosure Statement with Lender
dated the same date as this Credit Line Deed of Trust (herein the "Home Equity Line Agreement") pursuant to
which Borrower is entitled to obtain credit advances from Lender from time to time in amounts not to exceed at
any one time, in the aggregate, the principal sum of One Hundred Ninety Five Thousand and
No/100 Dollars (\$ 195,000.00 ✓). The debt evidenced by the Home Equity Line
Agreement, including all credit advances obtained by Borrower from Lender up to the principal sum shown
above (the "Credit Line Limitation"), together with interest, fees and charges in accordance with the tenor of the
Home Equity Line Agreement, is payable in installments. The unpaid balance of the Home Equity Line
Agreement may at certain times be lower than the amount shown or zero. A zero balance does not terminate the
Borrower's line of credit or this Deed of Trust, and therefore, the lien of this Deed of Trust will remain in full
force and effect notwithstanding any zero balance. This Credit Line Deed of Trust (herein "Deed of Trust")
secures to Lender; (a) the repayment of the debt evidenced by the Home Equity Line Agreement, including any
and all future advances made by Lender to Borrower not in excess of the Credit Line Limitation shown above,
with interest, fees and charges as provided in the Home Equity Line Agreement, and all renewals, extensions
and modifications of the Home Equity Line Agreement; (b) the payment of all other sums, with interest,
advanced by Lender under the provisions of this Deed of Trust to protect the security of this Deed of Trust, and
expenses incurred by Lender by reason of Borrower's default under this Deed of Trust; and (c) the performance
of Borrower's covenants and agreements under this Deed of Trust and the Home Equity Line Agreement. For

NEVADA - CREDIT LINE DEED OF TRUST

this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in
DOUGLAS County, State of Nevada.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 1303 JOBS PEAK DRIVE
[Street]

GARDNERVILLE Nevada 89460 (herein "Property Address");
[City] [Zip Code]

This Deed of Trust secures "future advances," as that term is defined in Nevada Revised Statutes Section 106.320. This Deed of Trust will be governed by Nevada Revised Statutes Sections 106.300 through 106.400, inclusive. The maximum amount of principal to be advanced under the Home Equity Line Agreement is \$ 195,000.00, plus all advances made by Beneficiary to protect its interests hereunder. Any notice under Nevada Revised Statutes Section 106.380 that purports to notify Beneficiary that this Deed of Trust no longer secures future advances shall be deemed to be an event of default hereunder and under the Home Equity Line Agreement.

TOGETHER WITH all buildings, fixtures and improvements now or hereafter erected on the property, all water, irrigation, drainage, reservoir or ditch rights, however evidenced, and all rights of way, easements, rents, issues, profits, royalties, minerals, oil and gas rights and profits, tenements, hereditaments, privileges, and appurtenances connected therewith, now or hereafter used or enjoyed with the property or any part thereof. All replacements and additions also shall be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

BORROWER understands and agrees that MERS holds only legal title to the interests granted by Borrower under 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 these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender, including, but not limited to, releasing and canceling this Deed of Trust.

BORROWER covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, bargain, sell and convey the Property. Borrower warrants that the Property is free and clear of all liens, claims and encumbrances, except for covenants, easements, reservations, restrictions and rights of way of record, and encumbrances specifically disclosed by Borrower to Lender and approved by Lender in writing. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the foregoing enumerated restrictions and encumbrances.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Home Equity Line Agreement and any account closure fees, late charges and other fees or charges as provided in the Home Equity Line Agreement.
2. **Funds for Taxes and Insurance.** Subject to applicable law Lender may require Borrower to pay Lender on the day monthly payments are due under the Home Equity Line Agreement, until the Home Equity Line Agreement is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Deed of Trust as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e)



yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Should Lender require Borrower to make such payments to Lender, Borrower will be provided with 30 days advance notice of such action. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior Mortgage or Deed of Trust if such holder is an institutional lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Deed of Trust.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in the following order:

During the Draw Period; first, to any account closure fee due under the Home Equity Line Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Line Agreement; third, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fourth, to any late fees due under the Home Equity Line Agreement; fifth, to any account fees due under the Home Equity Line Agreement; sixth, to funds advanced by Lender under the Home Equity Line Agreement and/or under the Deed of Trust to protect its security interest; and last, to the remaining Account balance.

During the Repayment Period; first, to any account closure fees due under the Home Equity Line Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Line Agreement; third, to the principal portion of the Borrower's minimum monthly payment; fourth, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fifth, to any late fees due under the Home Equity Line Agreement; sixth, to any account fees due under the Home Equity Line Agreement; seventh, to funds advanced by Lender under the Home Equity Line Agreement and/or under the Deed of Trust to protect its security interest; and last, to the remaining principal balance.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance, and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower. If Borrower fails to maintain coverage described above, Lender may, at its option, obtain coverage to protect Lender's rights in the property. 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 a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, 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.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower 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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower 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 a planned unit development, Borrower shall perform all of Borrower'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.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the rate provided in the Home Equity Line Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon the earlier of payment in full of the indebtedness secured by this Deed of Trust, or notice from Lender to Borrower requesting payment thereof. 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 of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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, 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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower'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 Borrower and Borrower's successors in

interest. 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.

11. Successors and Assigns Bound; Joint and Several Liability; 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 Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Anyone executing this Deed of Trust, in any capacity, shall be entitled to request and obtain information relative to the debt secured hereby including, but not limited to, account history and balance information. Any Borrower who co-signs this Deed of Trust, but does not execute the Home Equity Line Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable for the payment of the sums secured by this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree from time to time, and any number of times, to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Home Equity Line Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Home Equity Line Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Home Equity Line Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Home Equity Line 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.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Home Equity Line Agreement and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower 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. In no event will any person other than Borrower be entitled to obtain advances from Lender under the terms of the Home Equity Line Agreement secured by this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower 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 Borrower must pay all sums secured by this Deed of Trust. If Borrower 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 Borrower.

17. Sale of Home Equity Line Agreement; Change of Loan Servicer. The Home Equity Line Agreement or a partial interest in the Home Equity Line Agreement (together with this Deed of Trust) may be



sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Home Equity Line Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Home Equity Line Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change if required by applicable law.

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower, shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 18, "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 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower or shall cause Trustee to give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 35 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, and unless applicable law provides otherwise, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located as prescribed by applicable law. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie



evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 19 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby, shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply in the case of acceleration by Lender under paragraph 16 of this Deed of Trust and the right to further advances shall be governed by the Home Equity Line Agreement.

21. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 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 19 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 on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

22. Reconveyance. Lender shall request that Trustee reconvey this Deed of Trust when all sums secured by this Deed of Trust have been paid in full and Lender has no further obligation to make any future advances to Borrower. Borrower specifically requests that Lender not request Trustee to reconvey this Deed of Trust, notwithstanding the payment by Borrower of all sums then owed to Lender, at any time prior to the termination of Borrower's right to obtain future advances under the terms of the Home Equity Line Agreement, unless Borrower specifically requests Lender to release this Deed of Trust in writing at the time the debt secured by this Deed of Trust is paid in full. Upon Lender's request, Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay a reconveyance fee not to exceed the amount permitted by law and all costs of recordation, if any.

23. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

24. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Borrower consents and Lender requests that copies of notices of foreclosure from the holder of any lien which has a priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Nevada Revised Statutes Section 107.090.

25. **Statement of Obligation.** Lender may collect a fee not to exceed the maximum amount permitted by Nevada Revised Statutes Section 107.310, or any successor statute thereto, for furnishing the statement of obligation to Borrower or other entitled person, as provided by law.

26. **Riders to this Deed of Trust.** If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust. [Check applicable box(es)]

- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Homestead Rider
- Other(s)

27. **Loan Charges.** If the credit line secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Home Equity Line Agreement exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Home Equity Line Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

28. **Non-Borrowing Party's Joinder.** The execution of this Deed of Trust by any person who has no present interest of record in the Property shall not be deemed to indicate that any interest presently exists and shall only constitute that person's agreement that if he/she holds a present interest not of record or an inchoate right, or hereafter acquires such an interest or right, in the Property that such interest or right shall be subject to Lender's interest under this Deed of Trust. Further, by executing this Deed of Trust, that person does not assume contractual liability under the Home Equity Line Agreement.

29. **Miscellaneous.** Covenants numbered 1, 3, 4, 5, 6, 7, 8 and 9 of Nevada Revised Statutes Section 107.030 are incorporated herein by reference. The rate of interest for Covenant Number 4 shall be the default rate defined in the Note. The "percent of counsel fees" under Covenant No. 7 shall be "reasonable". Except for Covenants numbers 6, 7, and 8, to the extent that any terms of this Deed of Trust are inconsistent with such statutory covenants, the terms of this Deed of Trust will control. Covenants Numbers 6, 7 and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

30. **Variable Rate.** This Deed of Trust secures an obligation with a variable rate of interest.

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

In accordance with Nevada Revised Statutes Section 107.090, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded January 9, 1998, in Book 198, Page 950-959, records of DOUGLAS County, (or filed for record with recorder's serial number 0430009, DOUGLAS County), Nevada, executed by PEDRO A. DUARTE AND DORA H. DUARTE, HUSBAND AND WIFE

as trustor (or mortgagor) in which LIMITED PARTNERSHIP PROVIDENT FUNDING ASSOCIATES, L.P., A CALIFORNIA is named beneficiary (or mortgagee) and FIRST AMERICAN TITLE INSURANCE COMPANY, A * as trustee be mailed to Irwin Union Bank and Trust Company * CALIFORNIA CORPORATION c/o Irwin Home Equity Corporation at 12677 Alcosta Blvd. Suite 500 San Ramon, CA 94583

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 9 of this Deed of Trust and the Request for Notice of Default and Foreclosure Under Superior Mortgages or Deeds of Trust.

Pedro A Duarte
PEDRO A. DUARTE -Borrower

Dora H Duarte
DORA H. DUARTE -Borrower

-Borrower

-Borrower

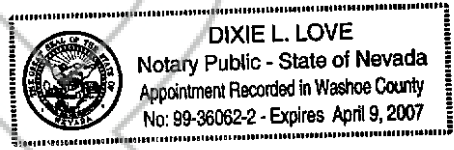
State of Nevada, County of DOUGLAS

ss:

This instrument was acknowledged before me on June 10, 2005 by PEDRO A. DUARTE and DORA H. DUARTE

WITNESS my hand and official seal,
Signature Dixie L. Love
Notary Public

Type or Print DIXIE L. LOVE
Notary Public Name
My Commission expires: 4-9-07
Certificate of Appointment No.: 99-36062-2



(This area for official notarial seal)

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada,
County of DOUGLAS, described as follows:

Lot 188, as said lot is shown on the Official Plat of
GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the
County Recorder of Douglas County, Nevada, on June 1, 1965,
in Book 1 of Maps, filed as No. 28309, and Title Sheet
amended on June 4, 1965, as Filing No. 28377.

Assessor's Parcel No. 1220-16-610-059

