APN# MAX 1420-18-410-011

**Recording Requested by:** 

Name Fisch Lending Solutions

Address of Inwood bood

City/State/Zip Boryhill, Connecticut

0606\_

Record and Return To: United General Title Ins Fisery - 27 Inwood Road ROCKY HILL, CT 06067

KNOLL, SCOTT A

Trust & Assignment of Rants Dond of (Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or printed.

DOC # 0690792 12/14/2006 04:07 PM Deputy: OFFICIAL RECORD Requested By: FISERV LENDING SOLUTIONS

Douglas County - NV

Werner Christen - Recorder Page: Of 19.00

BK-1206 PG- 5163 RPTT: 0.00



## "I HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN A SOCIAL SECURITY NUMBER LINDA DEPEDRO CITYBANK CLOSER DEED OF TRUST AND ASSIGNMENT OF RENTS This Instrument Prepared By: NIKHIL RUMDE When Recorded Mail To: Fisery Lending Solutions Citibank P.O. Box 790017, MS 221 **Document Administration** 27 Inwood Road St. Louis, MO 63179 Rocky Hill, CT. 06067 (800) 925-2484 FLS# TRUSTOR(S): SCOTT A KNOLL, AN UNMARRIED MAN ACCOUNT NO.: 1061 02617770000 1262 ESTHER WAY LOAN DATE: 12/01/2006 AMOUNT OF LOAN: \$90,000.00 **MINDEN, NV 89423** APN: 21-082-02 BENEFICIARY: TRUSTEE: FIRST AMERICAN TITLE INS. CO OF CITIBANK, N.A. **NEVADA, 3760 PECOS-MCLEOD** 3900 PARADISE ROAD, SUITE 127 **INTERCONNECT, #7, LAS VEGAS, NV 89121** LAS VEGAS, NEVADA 89109 Mail Tax Statements To: 1262 ESTHER WAY, MINDEN, NV 89423 THIS DEED OF TRUST SECURES A NOTE [ ] WITH [X] WITHOUT A DEMAND FEATURE Your signature here signifies that you have read all the terms of this agreement, including those terms listed below. 12/01/2006 Trustor: SCOTT A KNOLL Trustor: [ ] Married Married [ ] Unmarried Unmarried 📉 Trustor: Trustor: Married [ ] Unmarried [ ] Unmarried [ ] Married [ ] Married [ ] Unmarried [ ] Unmarried [ ] Married STATE OF NEVADA } SS. COUNTY OF DOUGLAS On 12/01/2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared — known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he executed the same.

PHILIP HUDDLESTON NOTARY PUBLIC Type or Print Notary's Name

CBN-F-SI-703-NV KNOLL

Notary Signature

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Revised 09/27/2006 ACAPS: 106102617770000



No.05-95124-12 My Appt. Exp. Feb. 23, 2009

PHILIP HUDDLESTON

**NOTARY PUBLIC** STATE OF NEVADA



By signing this Deed of Trust, the above signed (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Promissory Note of even date from Trustor to Beneficiary above named, the Maximum Outstanding at any given time not to exceed the Amount of Loan stated above, hereby grants, transfers and assigns to the above named Trustee in trust, with power to sell, the following described real estate together with all improvements thereon situated in Nevada, County of DOUGLAS.

## SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

If the Trustor shall fully pay according to its terms the indebtedness as 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 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 above Annual Percentage Rate.

Upon any sale or transfer of the above-described property by Trustor, with or without the written consent of Beneficiary, Beneficiary may, at its option, charge a transfer fee equal to one percent of the then-outstanding Note balance. In addition, 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, the Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Beneficiary shall have waived such option to charge a transfer fee and/or to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom said property is to be sold or transferred ("Trustor's Successor") reach agreement in writing that Trustor's Successor shall assume Trustor's obligations under the Note secured by this Deed of Trust, that the credit of Trustor's Successor is satisfactory to Beneficiary, and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request. In the event such an assumption takes place, Beneficiary may, at its option, collect from Trustor or Trustor's Successor an assumption fee equal to one percent of the then-outstanding Note balance.

As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority to collect the income from the real estate described above, together with all improvements thereon, hereafter "Property Income", reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of said real estate and improvements or any part thereof, in his own name sue for or otherwise collect such Property Income, including the past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said real estate and improvements, the collection of such Property Income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

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 term hereof, not then repaid; all other sums then secured hereby, and the remainder, if any to the person or persons legally entitled thereto.

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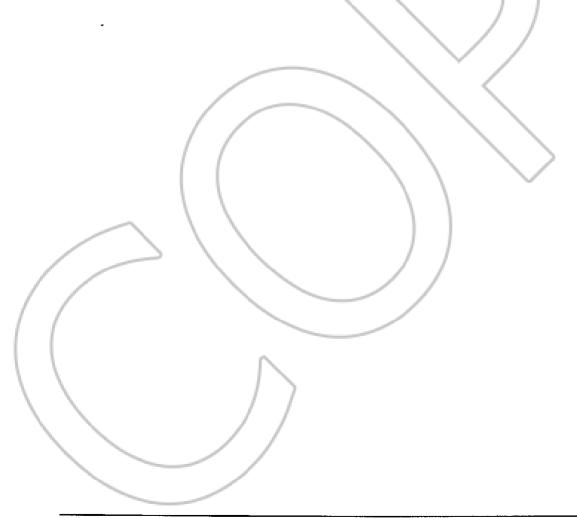


Trustor also agrees that in the event of any default in any terms and conditions of any prior trust deed affecting the aforesaid real estate or in the event of any default in any of the terms and conditions of any other trust deed, the lien of which may be or become prior and paramount to the lien of 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, of 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 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 properly acknowledged and recorded in the office of the 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.

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KNOLL



THE ABOVE SIGNED TRUSTOR REQUEST 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.

	QUEST FOR FULL RECON		
1	To be used only when note has	been paid	\ \
To:	, Trustee:	Dated:	
The undersigned is the legal	owner and holder of all indebted	dness secured by this Deed	of Trust. All sums
secured by said Deed of Trust have be	en paid, and you are requested,	on payment to you of any s	ums owing to you
under the terms of said Deed of Trust delivered to you herewith and to reco			
Trust, the estate now held by you und	er the same.		
	Mail Reconveyance t	<b>(1)</b>	
			`
•			
		V /	
	By:		
	Corporate Name		
	troy this Deed of Trust OR Th		
Both must be delivered to	the Trustee for cancellation I	before reconveyance will b	e made.
When Recorded Mail To:	Reserve	this space for use of Recording Off	fice
Fiserv Lending Solutions	\	\	17 East-19 Age: 8
Document Administration 27 Inwood Road			***************************************
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ACAPS: 106102617770000

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## **SCHEDULE A**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 7 OF MAP OF COCHRAN ESTATES SUBDIVISION, UNIT 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON 12/23/1970, AS DOCUMENT NO. 50690.

PROPERTY ADDRESS: 1262 ESTHER WAY

ASSESSOR'S PARCEL NO. 21-082-02

