

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-1206 PG- 9561 RPTT: 0.00



A.P.N.: 1420-07-616-029

Recording Requested by: LSI

When Recorded Mail to:

LSI, A Fidelity National Financial Company

5029 Dudley Blvd #E

McClellan, CA 95652

(800)964-3524

Loan Number: 106113020011000

ELS# 3028436

Prepared by: Chirag Ruparelia

Citibank

P.O. Box 790017, MS 221

St. Louis, MO 63179

(800) 925-2484

Mail Tax Statement to:

Steve R. Birnberg

Julia A. Birnberg

3560 Opalite Ct.

Carson City, NV 89705

DEED OF TRUST AND ASSIGNMENT OF RENTS

Recording Requested By:
LSI

DEED OF TRUST AND ASSIGNMENT OF RENTS

MIN: 100011507713160678

When Recorded Mail To:

LSI #3028436
A Fidelity National
Information Services Co.
5029 Dudley Blvd., Suite E
McClellan, CA 95652

*RS
12/19/06*

This Instrument Prepared By: CHIRAG

RUPARELIA
Citibank
P.O. Box 790017, MS 221
St. Louis, MO 63179
(800) 925-2484

TRUSTOR(S):

STEVE R. BIRNBERG AND JULIE A. BIRNBERG,
HUSBAND AND WIFE AS JOINT TENANTS
3560 OPALITE CT., CARSON CITY, NV 89705
TRUSTEE: First American Title Company

ACCOUNT NO.: 106113020011000

LOAN DATE: 12/14/2006

AMOUNT OF LOAN: \$55,000.00

APN: 1420-07-616-029

BENEFICIARY:

Mortgage Electronic Registration Systems, Inc., a corporation organized under the laws of Delaware, whose address and telephone number is P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Mortgage Electronic Registration Systems, Inc. is Beneficiary of this Deed of Trust solely as nominee for Lender and Lender's successors and assigns and the successors and assigns of Mortgage Electronic Registration Systems, Inc.

LENDER:

CITIBANK, N.A.
3900 PARADISE ROAD, SUITE 127
LAS VEGAS, NEVADA 89109

Mail Tax Statements To: 3560 OPALITE CT., CARSON CITY, NV 89705

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.

Steve R. Birnberg 12/14/2006
Trustor: **STEVE R. BIRNBERG**
 Married [] Unmarried

Julie A. Birnberg 12/14/2006
Trustor: **JULIE A. BIRNBERG**
 Married [] Unmarried

Trustor:
[] Married [] Unmarried

Trustor:
[] Married [] Unmarried

STATE OF NEVADA }
COUNTY OF DOUGLAS } SS.

On 12/14/2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steve R. Birnberg and Julie A. Birnberg 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.

Trish Witherspoon
Notary Signature
TRISH WITHERSPOON
Type or Print Notary's Name



Deed of Trust, continued

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

Trustor understands and agrees that Beneficiary holds only legal title to the interests granted by Trustor in this Deed of Trust, but, if necessary to comply with law or custom, Beneficiary (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 Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

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

Deed of Trust, continued

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.

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 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.



Deed of Trust, continued

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.

**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, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By: _____
Corporate Name

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

Reserve this space for use of Recording Office

When Recorded Mail To:
LSI #3028436
A Fidelity National
Information Services Co.
5029 Dudley Blvd., Suite E
McClellan, CA 95652

[Empty rectangular box for Recording Office use]

Loan # : 106113020011000
Borrower : Julie A Birnberg
Steve R Birnberg

Exhibit A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of NV, County of Douglas, City of CARSON CITY and described as follows:

Lot 79, Block, as shown on the filed Map of Highland Estates Unit No. 2, filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 27, 1978, as Document No. 17090.

Legal description taken from: deed recorded 7/31/2003, as document number 0585070.

Assessor's Parcel No: 1420-07-616-029
Street Address: 3560 OPALITE CT
CARSON CITY, NV, 89705