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DOC # 0701641 05/22/2007 03:20 PM Deputy: D OFFICIAL RECORD Requested By: US RECORDINGS INC

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 6 Fee: BK-0507 PG-7634 RPTT:

PG- 7634 RPTT: 0.00

19.00

## Recording Requested by and Return to:

**APN** # <u>1220-12-310-007</u>

Name US Recordings, Inc.

Address PO Box 19989

City/State/Zip Louisville, KY 40259

39039170

# DEED OF TRUST AND ASSIGNEMENT OF RENTS

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

When Recorded Mail To:

**CITIBANK** 

Document Administration 1000 Technology Drive, MS 221 O'Fallon, MO 63368-2240

This Instrument Prepared By: JYOTI MOHANRAJ Citibank P.O. Box 790017, MS 221 St. Louis, MO 63179 (800) 925-2484

### DEED OF TRUST AND ASSIGNMENT OF RENTS

LENDER: CITIBANK, N.A.

3900 PARADISE ROAD, SUITE 127

LAS VEGAS, NV 89109

TRUSTEE: First American Title Company

ACCOUNT NO.: 107042721104000

LOAN DATE: 05/05/2007

**AMOUNT OF LOAN:** \$88,000.00 **APN:** 1220-12-310-007

Mail Tax Statements To: 1830 HELMAN.

GARDNERVILLE, NV 89410

BENEFICIARY: Mortgage Electronic Registration Systems, Inc.. a corporation organized under the laws of Delaware, whose address and telephone number is P.O. Box2026, 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.

MIN: 100011507716119689

TRUSTOR(S): RANDALL TANAKA AND AMBER

TANAKA, HUSBAND AND WIFE AS J/T 1830 HELMAN, GARDNERVILLE, NV 89410

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.

		1 1 7	
Kondill ( W	05/05/2007	Umbu J	analis 05/05/2007
Trustor: RANDALL TANAKA		Trustor: AMBER T	ANAKA
[🗸] Married	[ ] Unmarried	[ 🗸 Married	[ ] Unmarried
Trustor:		Trustor:	
[ ] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried
		7.7	
[ ] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried
STATE OF NEVADA COUNTY OF DOUGLAS	}	SS.	
On <u>05/05/2007</u> , before me, the under <u>RANDALL TANAKA</u> and <u>AMBE</u>			
to the within instrument, and acknow			
Byther of all si	The State of	y 1000 <b>w 4000 400</b>	*******
Notary Signature			ROBERT D. McNEELY
ROBERT D. MZM	FFIV		NOTARY PUBLIC
			STATE OF NEVADA
Type or Print Notary's Name	/		Date Appointment Exp: 84-23-2008
		VEVADO	Certificate No: 96-2147-3
		- 1000	

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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 EXHIBIT A 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'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.

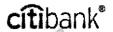
Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such event and upon written request of 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

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### 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, 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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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.

	<del></del>			
REQUEST FOR FULL RECONVEYANCE  To be used only when note has been paid	\\			
To:, Trustee: Dated:	$\rightarrow$			
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums of under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of strust, the estate now held by you under the same.	wing to you Trust, said Deed of			
Mail Reconveyance to:				
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.				
When Recorded Mail To: CITIBANK Document Administration 1000 Technology Drive, MS 221 O'Fallon, MO 63368-2240				
	and the second s			

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## **Legal Description**

ALL THAT REAL PROPERTY SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA, SPECIFICALLY DESCRIBED AS FOLLOWS:

LOT 7, AS SHOWN ON THE MAP OF PINENUT SUBDIVISION, UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 11, 1963, IN BOOK 1 OF MAPS, AS FILE NO. 22783.

TAX ID #: 1220-12-310-007

BY FEE SIMPLE DEED FROM RANDALL TANAKA TO RANDALL TANAKA AND AMBER TANAKA, HUSBAND AND WIFE AS J/T AS SET FORTH IN DEED BOOK 0504, PAGE 08781, DATED 5/14/2004 AND RECORDED ON 5/19/2004, DOUGLAS COUNTY RECORDS.

BY FEE SIMPLE DEED FROM PAUL TANAKA AND YOSHIYE TANAKA TO RANDALL TANAKA, A SINGLE MAN AS SET FORTH IN DEED BOOK 0601, PAGE 7931, DATED 4/10/2001 AND RECORDED ON 6/28/2001, DOUGLAS COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



VT# 2242101, TANAKA, RANDALL



PG-7639

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