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OFFICIAL RECORD
Requested By:
KATHLEEN T PRICE

After recording, mail to:
Janice E. Shaw, Beneficiary
✓ P.O. Box 11435
Zephyr Cove, NV 89448
APN 1318-15-711-003

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 8 Fee: 21.00
BK-0907 PG-4222 RPTT: 0.00



DEED OF TRUST
(REQUEST FOR NOTICE)

THIS DEED OF TRUST, made this _____ day of August, 2007, between LESLIE J. SHAW (Trustor), and JANICE E. SHAW, (Beneficiary), and FIRST CENTENNIAL TITLE COMPANY, (Trustee).

WITNESSETH:

That Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the County of Washoe, State of Nevada, described as:

Lot 8, in Block A, as shown on the map of ROUND HILL VILLAGE, UNIT NO. 2, filed August 31, 1965 in the office of the County Recorder of Douglas County, Nevada, as Document No. 29312
Street Address: 251 McFaul Court, Zephyr Cove, Nevada
APN: 1318-15-711-003

together, with rents, issues, and profits thereof, subject, however, to the right, power, and authority given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of the same as this Deed of Trust executed by Trustor in the sum of Seventy-Seven Thousand One Hundred Twenty-Three Dollars and 50/100 (\$77,123.50), any additional sums and interest on such amount which may after execution of this Deed of Trust be advanced to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement contained in this Deed of

Trust on such loans shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in the property, or to his successors or assigns while they are the owners of record of the property thereof, and shall be evidenced by a promissory note reciting that is secured by this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST,
TRUSTOR AGREES:

1. Maintenance and Repair: To keep the property in good condition and repair; not to remove or demolish any buildings on the property thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the property and to pay when due all claims for labor performed and materials furnished for the property; to comply with all laws affecting the property or requiring any alterations or improvements to be made on the property; not to commit or permit waste of the property; not to commit, suffer, or permit any act upon the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the property may be reasonably necessary, the specific enumerations in this Deed of Trust not excluding the general.

2. Fire Insurance: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary secured by this Deed of Trust, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part of such amount may be released to Trustor. Such application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

3. Defense of Security: To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of

Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. Payment of Liens and Taxes: To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, with interest, on said property or any part of the property, which appear to be prior or superior to this Deed of Trust; all costs, fees, and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust, may make or do the same in such manner and to such extent as either may deem necessary to protect the security of this Deed of Trust; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust of or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Deed of Trust; and, in exercising any such powers, pay necessary expenses, employ counsel and pay her reasonable fees.

5. Reimbursement of Costs: To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions of this Deed of Trust at the same rate as is provided for in the note secured by this Deed of Trust or at the rate of ten percent (10%) per annum whichever be the greater rate with interest from the date of expenditure.

B. IT IS MUTUALLY AGREED THAT:

1. Condemnation Award: Any award of damages in connection with any such taking or condemnation, or for injury to the property by reason of public use; or for damages for private trespass or injury to the property, is assigned and shall be paid to Beneficiary as further security for all obligations secured by this Deed of Trust (reserving unto the Trustor, however, the right to sue for the property and the ownership of the property subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. Late Charge: At Beneficiary's option, Trustor will pay a "late charge" not exceeding ten percent (10%) of any installment when paid more than fifteen (15) days after the due date of such installment to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured by this Deed of Trust, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured by this Deed of Trust.

3. Waiver of Late Payments: By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. Release and Subordination: At any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, and without affecting the security of this Deed of Trust for the full amount secured by this Deed of Trust on all property remaining subject to this Deed of Trust, and without the necessity that any sum representing the value or any portion of the value of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may (a) reconvey all or any part of the property; (b) consent to the making and recording, or either, of any map or plat of the property or any part of the property; (c) join in granting any easement on the property; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

5. Full Reconveyance: Upon written request of the Beneficiary, and upon surrender of this Deed of Trust and all notes secured by this Deed of Trust to the Trustee for cancellation, and upon payment of this fees and charges, the Trustee shall reconvey, without warranty, the property then subject to this Deed of Trust. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled to the reconveyance."

6. Assignment of Rents: As additional security, Trustor gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust by or in performance of any agreement under this Deed of Trust, to collect and retain such rents, issues, and profits as they become 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 by this Deed of Trust by secured, enter upon and take possession of the property or any part of the property, in her own name sue for or otherwise collect such rents, issues, and profits, including those 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 by this Deed of Trust, and in such order as Beneficiary may determine. The entering upon and taking possession of the property, the collection of such rents, issues, and profits and the application of the rents, shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

7. Default in Foreclosure: Upon default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of Beneficiary and without 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, at 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 the 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. After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured by this Deed of Trust, and the remainder, if any, to the person or persons legally entitled such remainder.

8. Inurement: This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, or, if the note has been pledged, the pledgee of the note. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. Acceptance by Trustee: Trustee accepts this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

10. Substitution of Trustees: Beneficiary may from time to time, by a writing signed and acknowledged by Beneficiary and recorded in the office of the county recorder of the county or respective counties in which the property subject to this Deed of Trust is, or the respective parcels of the property are, situated, appoint another trustee in place and instead of Trustee named in this Deed of Trust, and thereupon the Trustee named in this Deed of Trust shall be discharged and the trustee so appointed shall be substituted as Trustee under this Deed of Trust with the same force and effect as if originally named Trustee in this Deed of Trust.

11. Successive Remedies: No power or remedy conferred in this Deed of Trust is exclusive of, or shall prejudice, any other power or remedy of the Trustee or Beneficiary given by law. Each such power or remedy may be exercised from time to time as often as deemed necessary.

12. Conclusiveness of Recitals: The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive upon the Trustor, his heirs, executors, administrators, successors, and assigns, and all other persons; whether stated as specific and particular facts, or in general statements or conclusions.

13. Attorney's Fees: If any action be brought for the foreclosure of this Deed of Trust, Trustor agrees to pay to Beneficiary or Trustee such reasonable sum as counsel fees as the court may fix and award in such action, together with a reasonable fee to the Trustee, to be fixed by the court, and all sums paid or incurred for procuring a search or searches of title to any property covered by this Deed of Trust subsequent to the execution of this Deed of Trust; and all such sums shall be secured by this Deed of Trust.

14. Co-Trustees: If two or more persons be designated as trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of such persons, if the other person or persons are unable, for any reason, to

act and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs, and assigns.

15. Fee for Statements: The Beneficiary under this Deed of Trust shall be entitled to a reasonable fee for any statement, regarding the obligation, requested by the Trustor or requested at Trustor's direction. Such fee must reasonably accord to the services rendered.

16. Covenants Incorporated by Reference: Nevada Revised Statutes 107.030 Covenant Numbers 3, 4, (interest 12%) 6, 8 and 9, when not inconsistent with other covenants and provisions contained, in this Deed of trust, are hereby adopted and made a part of this Deed of Trust.

REQUEST FOR NOTICE

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to him at his address set forth above.

In the event that the herein described property or any part of such property or any interest in such property is sold, agreed to be sold, conveyed transferred, disposed of, further encumbered, or alienated by Trustor, or by the operation of law or otherwise, without the written consent of Beneficiary being first obtained, all sums secured by this Deed Trust, at the option of Beneficiary, shall immediately become due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.



TRUSTOR, LESLIE J. SHAW



BENEFICIARY, JANICE E. SHAW

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STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 16th day of August, 2007, personally appeared before me, a Notary Public, Leslie J. Shaw, who acknowledged that he executed the above instrument.




NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 7th day of September, 2007, personally appeared before me, a Notary Public, Janice E. Shaw, who acknowledged that she executed the above instrument.




NOTARY PUBLIC