DOC # 714939

12/17/2007 03:50PM Deputy: EM
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - CARSO
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 4 Fee: 17.00
BK-1207 PG-3691 RPTT: 0.00

APN: 1420-34-201-018

The undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

AFTER RECORDING MAIL TO

AMERICAN GENERAL FINANCIAL SERVICES, INC. 3827 S CARSON ST CARSON CITY, NV 89701-5538

SPACE ABOVE FOR RECORDER'S USE ONLY

ARSO

**REAL PROPERTY TRUST DEED** 

Beneficiary:

AMERICAN GENERAL FINANCIAL SERVICES, INC.

3827 S CARSON ST CARSON CITY, NV 89701-5538

Trustee:

AMERICAN GENERAL FINANCIAL SVC INC 935 TOPSY LN SUITE 436 CARSON CITY NV 89705

Date of Loan 12/15/07

-Amount Financed \$ 32641.50

By this Deed of Trust, the undersigned (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Note/loan agreement of even date from JAMES GENTRY & KELLY GENTRY HUSBAND & WIFE AS JOINT TENANTS

(Borrowers)

above named, and all future advances from Beneficiary to Trustor or Borrower, the maximum Outstanding at any given time not to exceed the Amount Financed stated above, hereby grants, transfers and assigns to the above named Trustee in trust, with power of sale, the following described real estate together with all improvements thereon situated in Nevada, County of DOUGLAS

See Exhibit "A" attached hereto

If the Trustor shall fully pay according to its terms the indebtedness 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 fire, extended coverage and vandalism and malicious mischief 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 Annual Percentage Rate, set out in the Federal Disclosure Statement related to this document.

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, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

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 terms 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 so 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 property acknowledged and recorded in the office of 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.

Signature of Trusto

KELLY GENTRY

NVA372 (09-02-07) Real Estate Trust Deed

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STATE OF NEVADA  COUNTY OF CARSON	S.	
On <u>DECEMBER 15,2007</u> , for said County and State, personally	appearea	ed, a Notary Public in and VIRY person(s) whose name(s)
subscribed in the within inst	rument, and acknowledged to me the	it he/she/they executed the
LORI MORRIS  Notary Public - State of Neva  Appointment Recorded in Carson Cit  No: 96-1733-3 - Expires March 31, R	Notary's Signature  Type or Print Notary's Name	RI MORRIS
REQUEST FOR FULL RECONVEYANCE		
To be use	ed only when note has been paid	
То	, Trustee: Dated	
The undersigned is the legal owner sums secured by said Deed of Trust has sums owing to you under the terms of secured by said Deed of Trust, the estatement of the secured by said Deed of Trust, the estatement of the secured by said Deed of Trust, the secured by said Deed of Trust of Trus	f said Deed of Trust, to cancel all e	, on payment to you of any
Mail Reconveyance to:	_ \	e de la companya de l
	CORPORA By	TE NAME
	Trust OR THE NOTE/LOAN AGREE rustee for cancellation before reconve	

NVA373 (09-02-07) Real Estate Trust Deed



BK-1207 PG-3693

## EXHIBIT "A" **Legal Description**

All that certain real property situate in the County of Douglas, State of NEVADA, described as follows:

PARCEL B as set forth on that certain Parcel Map for Gerald C. Kiliszewski, et ux, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on August 8, 1990 as Document No. 231922.

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