

1 This is A  
 2 MASTER FORM DEED OF TRUST  
 3 (With Assignment of Rents)

4 THIS DEED OF TRUST, made this 1st day of July, 1968,  
 5 between I. O. YEW, TRUSTOR, whose Address is 102 Roff Way, Reno,  
 6 Nevada, and LAWYERS TITLE INSURANCE CORPORATION, a corporation,  
 7 herein called TRUSTEE, and PER HE SOON, herein called BENEFICIARY,

8 W I T N E S S E T H:

9 That Trustor does hereby grant, bargain and sell to  
 10 Trustee in trust, with power of sale, that certain real property  
 11 in the County of \_\_\_\_\_, State of Nevada, described as  
 12 follows:

13 (Property Description)

14 TOGETHER with all appurtenances in which Trustor has  
 15 any interest, with the rents, issues, and profits thereof, and all  
 16 fixtures now or hereafter attached to or used in connection with  
 17 the premises herein described, subject, however, to the right,  
 18 power, and authority hereinafter given to and conferred upon  
 Beneficiary to collect and apply such rents, issues, and profits.

For the purpose of securing (1) payment of the sum of  
 Some Dollars and No Cents with interest thereon according to the  
 terms of a promissory note or notes of even date herewith made by  
 Trustor, payable to the order of Beneficiary, and all extensions  
 or renewals thereof; and (2) the performance of each agreement  
 of Trustor incorporated herein by reference or contained herein;  
 (3) payment of such other or additional sums and interest thereon  
 which may hereafter be or become owing by Trustor to Beneficiary,  
 his successors or assigns.

Howard L. Cunningham  
 Attorney at Law  
 Reno and Las Vegas, Nevada

**COVENANTS:**

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

**Maintenance, Repair, Care, and Restoration.**

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

**Insurance.**

2. Trustor covenants to keep all buildings that may now or at any time be on said property, or which now or hereafter may be in process of construction on said property, during the continuance of this trust, in good condition, stable, and secure and insured against loss by fire, with standard fire and theft coverage provided or endorsement, in a company or companies acceptable to Beneficiary and authorized to issue insurance of such kind in the State of Nevada by appropriate state authority. Said insurance shall be in the amount or amounts specifically provided in the actual deed of trust and shall be payable to Beneficiary and Trustor, as their interests may appear. If another deed of trust or other deeds of trust should be or become prior in lien to the actual deed of trust, then the insurance shall be in the amount or amounts provided by the actual deed of trust, plus the amount or amounts of insurance required by the terms of the deed of trust or deeds of trust which are prior in lien to the actual deed of trust or plus the amount or amounts required by said deed of trust or deeds of trust and still remaining unpaid, whichever is greater, and in such cases shall be payable to Trustor, Beneficiary, and the beneficiary or beneficiaries of the deed of trust or deeds of trust having priority over the actual deed of trust as their interests may appear. Evidence of said insurance shall be delivered to the Beneficiary. Should Trustor fail to provide such insurance, then the Beneficiary may procure such insurance and charge the same to Trustor. Nothing herein contained shall be construed to impose upon Beneficiary any duty to procure any such insurance.

**Duty to Defend Security and Pay Costs of Foreclosure by Suit.**

3. To appear in and defend any action or proceeding commencing to affect the security hereof or the rights or powers of Beneficiary or Trustor; 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 Trustor may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

**Payment of Taxes, Assessments, Charges, and Fees.**

4. To pay at least ten days before delinquency all taxes, assessments, charges, and fees affecting said property, including, without limitation by this enumeration, assessments, charges, and fees on apartment water stock, water rights, and grazing privileges; and to pay when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees, and expenses of this trust.

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

**Payment by Trustor of Expenditures by Trustor and Beneficiary.**

5. To pay to Trustor and to Beneficiary respectively, without demand, and if demand be made, then upon demand, any and all sums expended by Trustor or Beneficiary pursuant to the provisions of, or under the authority of, this Deed of Trust, together with interest on said sums from the time of expenditure thereof until time of payment at the rate of ten per cent per annum, and to pay all costs and attorney's fees incurred in any suit or action commenced to collect the same. All of such sums as may be payable either to Trustor or to Beneficiary shall be secured by this Deed of Trust.

**B. THE PARTIES RESPECTIVELY AGREE:**

**Conveyed Property.**

1. The property conveyed is the described real property and any and all of the following: rights, water rights, pipes, ditches, rights of way, easements, profits, privileges, tenements, hereditaments and appurtenances, and stock that evidences any of them, that now or hereafter appertain or belong in any way, including by way of homestead claim or any other claim at law or equity, in or to the described real property; titles, remainders, reversionary interests, and all future interests that are now held or hereafter acquired in or to the property or in or to all or any part of any street, road, highway, railway or way of any kind that now or hereafter is adjacent to or adjoins the described real property; buildings and improvements, of every kind and description, that now or hereafter are erected or placed upon the described real property; fixtures, furnishings, and equipment that now or hereafter are attached to or installed in or placed in or hereafter are attached to or installed in or placed upon any such building or improvement, or are situated upon the described real property in connection with the use or occupancy of any such building or improvement or the described real property. Such fixtures, furnishings, and equipment specifically include: apparatus, machinery, motors, elevators, escalators, lifts, doors, windows, signs, pipes, stove fronts, screens, awnings, shades, blinds, draperies, carpets, floor coverings, furnaces, boilers, burners and heaters, water heaters, gas, oil, or electric, stoves, ovens, refrigerators, freezers, water heaters, hot water heaters, sinks, drains, doorbells, cabinets, chimes, fans, registers, vents, hoods, heating and cooling and air conditioning equipment, compressors, fans, ventilators, wiring, panels, lighting fixtures, lighting glass and tubes, inter-communication systems and equipment, time clocks, other electrical or electronic equipment, plumbing, plumbing fixtures and equipment, sprinkler, sprinkler and irrigation systems and equipment, and swimming and wading and ornamental pools and equipment. All of such fixtures, furnishings, and equipment are, and shall be, a permanent accession to the land contained in the described real property and to such buildings or improvements, and a part of the real property and household estate conveyed by and under this Deed of Trust, whether or not any of such fixtures, furnishings, and equipment is subject to a security agreement or chattel mortgage of which Beneficiary is a secured party or a mortgagee. Architectural, structural, mechanical, and engineering renderings, layouts, drawings, designs, and specifications with respect to the described property, or such buildings or improvements, or such fixtures, furnishings, and equipment, shall also be deemed to be appurtenant to, and a part of, the property.

**Condemnation Awards and Settlements.**

2. That any award of damages or settlement in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to and shall be paid to Beneficiary, who may receive or release such moneys, provided, however, that no such moneys shall be paid to Beneficiary when such payment would result in payment before the same is permitted under the terms of any promissory note or other instrument secured hereby, unless Beneficiary specifically requests and authorizes such payment by an instrument in writing directed to the Trustor or to the condempnor. Upon receiving notice, either formal or informal, of any condemnation proceeding or threatened condemnation proceeding against the property, or any part thereof, or affecting the property, Trustor shall immediately give notice thereof in writing to Beneficiary, and shall thereafter promptly advise Beneficiary in writing of all subsequent notices to Trustor of such proceedings. Trustor shall not settle any such claim or proceeding without the written consent of Beneficiary.

**No Waiver by Acceptance of Payment.**

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay, nor shall the acceptance of any sum less than the total of all amounts then by default, plus all penalties, late charges, attorney's fees, and costs and charges authorized or provided hereby, or by any instrument secured hereby, or by law, be deemed to remove or waive such default, or to waive, absolve, or amend any notice of default and election to sell filed for record prior to the acceptance of said sum.

**Partial Foreclosure and Orders by Trustor.**

4. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and the note, rates, or other instruments secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may, convey any part of said property, consent to the making of any map or plat thereof, file in granting any easement thereon or join in any extension agreement or any agreement subordinating the lien or charge hereof.



**Additional Terms of Deed of Trust - Default Under Investment of First Lien or in Payment of First Lien.**

13. **Default under any other deed of trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge, or interest of any nature having priority over any lien, right, or interest created or arising under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes, a lien, encumbrance, charge, or interest of any nature having priority over any lien, right, or interest created or arising under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall be conclusively deemed to be an event of default under this Deed of Trust.**

**Trusts Inevitable by Trustee.**

14. It is expressly agreed that the trusts created hereby are inevitable by Trustee.

**Heirs, Successors, and Assigns.**

15. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, guardians, conservators, and assigns.

**Terminology.**

16. In this Deed of Trust, whenever the context so requires, any gender includes any and all other genders, and the singular number includes the plural and the plural the singular, and a reference which would usually designate or refer to a person may designate or refer to a corporation, partnership, or unincorporated association of persons or a reference which usually would designate or refer to an artificial entity may designate or refer to a person. "Trustee" shall include any person having or claiming any interest in the property during the continuance of the trust hereby created.

**Acceptance of Trust by Trustee.**

17. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record.

**Trustee Not Obligated to Notify of Pending Sale Under Other Deed of Trust.**

18. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust.

**Payment of Deficiency.**

19. Trustee agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

**Mailing Notice of Default and Notice of Sale to Trustee.**

20. The Trustee requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address set forth in the Deed of Trust executed by him or at such substitute address as Trustee may designate in writing duly delivered to Beneficiary and to Trustee, and such address set forth in the Deed of Trust executed by Trustee, or such substitute address as is designated in writing duly arrived as aforesaid, shall be deemed conclusively to be the correct residence address of Trustee or the correct principal place of business, if Trustee be a corporation, for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Trustee.

**Statement by Trustee of Amount Due.**

21. Upon Beneficiary's request for Trustee's written and acknowledged statement of the total amount due on the note and under this Deed of Trust, and any offsets or defenses claimed by Trustee against such amount, Trustee shall deliver to Beneficiary such statement within ten days after such request.

**Prepayment and Late Payment Charges.**

22. With respect to any charge or additional interest on the principal sum of the note or the then unpaid balance or on the particular payment required by the note in the event any payment thereon is made before such payment is due, or in the event such payment is made after such payment is due, Trustee shall pay to Beneficiary such charge or additional interest as is provided by the terms of the note. This paragraph shall apply even if Trustee to then in default under this Deed of Trust and even if Beneficiary then has declared the indebtedness secured by this Deed of Trust to be due and owing. The obligations of Trustee under this paragraph shall be added to, and shall be a part of, the indebtedness secured by this Deed of Trust.

**Extension of Time and Release of Liability.**

23. Beneficiary may extend any time for payment or other performance of Trustee, or release any person from liability for indebtedness secured by this Deed of Trust, or take additional security for the indebtedness secured by this Deed of Trust, or release security for said indebtedness. No such act shall waive or impair any right or power of Trustee or Beneficiary under this Deed of Trust, except to the extent specifically described in the instrument by which such act is done.

**Adverse Change of Law.**

24. If by reason of any governmental act, including state or federal statute or enactment, local ordinance, ruling or other governmental regulation or judicial decree, the use or occupancy of the property is restricted or adversely affected to such extent that Beneficiary determines the security of this Deed of Trust to be substantially impaired, Beneficiary may declare the whole of the indebtedness secured by this Deed of Trust to be due and owing on any date that is thirty or more days after notice to Trustee of such declaration, and upon such declaration, the whole of the indebtedness secured by this Deed of Trust shall be due and owing on such date.

**Lien and Completion Bond.**

25. Before commencing or permitting commencement of any work of construction or improvement on the property, Trustee shall procure and deliver to Beneficiary a bonded lien and completion bond, in a form and with surety satisfactory to Beneficiary, which names Beneficiary as insured and secures completion of the work of construction or improvement without any liens resulting therefrom.

**Headings to Have No Significance in Interpretation.**

26. The headings herein contained are intended for convenience only and shall be ignored in, and shall have no significance in, interpretation of the respective contents and of the Deed of Trust.

**Provisions of Actual Deed of Trust to Prevail.**

27. Any provision or provisions in an actual deed of trust whereby all or any of the covenants of this Master Form Deed of Trust shall be incorporated shall prevail over any provision of this Master Form Deed of Trust incorporated into said actual deed of trust which may be inconsistent with the provisions of said actual deed of trust, and the said inconsistencies incorporated provisions shall be deemed to be, as incorporated into said actual deed of trust, abrogated, modified, or amended to the extent that they are inconsistent therewith.

**Trustee and Grantor Used Interchangeably.**

28. The words "Trustee" and "Grantor" are used herein interchangeably, and both have the same meaning and refer to the same person or persons.

**Acceleration of Payment upon Sale or Transfer of Property.**

29. Should Trustee or any person included by said term sell or transfer, or enter into an agreement to sell or transfer the real property subject to this deed of trust, or any part thereof, or any interest therein, or should said property or any part thereof or any interest of any Trustee therein be sold or transferred involuntarily except by death of Trustee, then, and in any such event, at the sole option of Beneficiary all sums payable of which are secured by this deed of trust shall become immediately due and payable although the time for payment thereof otherwise may not have arrived.

**C. IT IS FURTHER AGREED WITH REGARD TO CONSTRUCTION LOANS:**

**1. Trustee's Duty to Construct.**

If all or any part of the money or credit now or hereafter advanced by Beneficiary in connection with this Deed of Trust is for the purpose of constructing, reconstructing, or remodeling any building or improvement on the property, Trustee shall perform in accordance with the building loan agreement, if there be any to which Trustee and Beneficiary are parties, and in any event such construction, reconstruction, or remodeling shall be promptly commenced, prosecuted, and completed with due diligence and in accordance with plans and specifications satisfactory to Beneficiary. Beneficiary shall be permitted to inspect the work at any and all times during the period of construction and after completion. Upon being advised that any work or material is unsatisfactory, Trustee will replace the same within fifteen days after notice to him.

**2. Beneficiary to Retain Escrow.**

If Beneficiary retains a lien secured hereby for payment of construction, reconstruction, remodeling or improvement, and if after payment in full for such construction, reconstruction, remodeling or improvement there remains any surplus of the amount stated herein or in the note or other instrument hereby, or in any amount transmitted by Beneficiary, then at the option of Beneficiary such surplus may be retained by Beneficiary and applied to the obligations secured hereby.

RECORDED AT THE REQUEST OF: Howard L. Cunningham  
Dec. 7 1970 at 03:00 AM  
Book 194-197 PAGE 197  
15156A COUNTY, NEVADA, Miller, Robert Paul, Recorder.  
53464 6.00

BOOK 197 PAGE 197