

DEED OF TRUST

FHA Case No.
331-069613-1-703

132010

Loan No. 427947

STATE OF NEVADA

This Deed of Trust, made this 8th day of February, 1990, by and between ANDREW H. SCRYMGEOUR and NANCY L. SCRYMGEOUR

Stewart Title of Northeastern Nevada, a Nevada Corporation, dba FRONTIER TITLE COMPANY hereinafter called Grantor, and Trustee, and First Interstate Bank of Nevada, N.A. hereinafter called

1 East First Street, Reno, Nevada 89501, a Corporation organized and existing under the laws of the State of Nevada, hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular.

Witnesseth:

Whereas, the said Grantor is justly indebted to the said Beneficiary in the sum of Seventy Seven Thousand Eight Hundred Fifty and No/100

Dollars (\$ 77,850.00),

legal tender of the United States of America, evidenced by a certain promissory note dated February 8, 1990 providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2020

Now, Therefore, This Deed of Trust Witnesseth, that the Grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey and confirm, unto the said Trustee, its successors and assigns, all that certain lot or parcel of land situated in VANDAL WAY, EUREKA City, County of EUREKA, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

In the event of transfer of the said property and assumption of any indebtedness secured hereby, a fee of \$ 45.00 will be charged.

Mortgage Insurance Premium Rider attached hereto and made a part hereof.

Deed of Trust Rider attached hereto and made a part hereof.

Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in connection with the real estates herein described.

To Have And to Hold the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.

This form is used in connection with deeds of trust insured under the one-to-four family provisions of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

Previous Edition Obsolete

40786

In And Upon The Uses And Trusts, Herein After Declared, that is to say:

First. To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, changes, commission, half-commissions, and expenses, to release and reconvey in fee unto and at the cost of the said Grantor the said described land and premises.

Second. Upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the Beneficiary on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance or expense of litigation, with interest thereon at the rate provided for in the principal indebtedness per annum from date of such advance (it being hereby agreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof or in the payment of any of said cost, expense of litigation, as aforesaid, the Beneficiary may pay the same and all sums so advanced, with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said Trustee, or the trustee acting in the execution of this trust, shall have power, in strict accordance with the applicable laws of this State, and it shall be its duty thereafter to sell, and in case of any default of any purchaser to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the Trustee, or the trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charge, and expenses, including all attorneys' and other fees, and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale; Secondly, to retain as compensation a commission of one per centum (1%) on the gross amount of the said sale or sales; Thirdly, to pay whatever may then remain unpaid of the principal of the said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable, at the election of the Beneficiary; and, Lastly, to pay the remainder of said proceeds, if any, to said Grantor, or assigns, upon the delivery of and surrender to the purchaser, his, her, or their heirs or assigns, of possession of the premises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And it is further agreed that if the said property shall be advertised for sale as herein provided, and not sold, the Trustee shall be entitled to a reasonable commission, not exceeding one half (1/2) the commission above provided, to be computed on the amount of principal then unpaid.

And the said Grantor, for himself, his heirs, executors, administrators, and assigns, in order more fully to protect the security of this deed of trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, Grantor will pay to the Beneficiary, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows: (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or (ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth of one-half per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of said note; and
- (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed four cents (4) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Grantor shall tender to Beneficiary, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2 which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of this of (b) of paragraph 2 hereof. If there shall a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the Beneficiary acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Grantor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provisions has not been made hereinbefore, and in default thereof the Beneficiary may pay the same, and that the Grantor will promptly deliver the official receipts therefor to the Beneficiary.

5. That the Grantor will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss he will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That the Grantor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

7. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forth with to the Beneficiary to be applied by it on account of the next maturing installment of such indebtedness.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within **Ninety days** from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **Ninety day** day time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That the Grantor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes the Trustee, without waiving or affecting its right to foreclose or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the amount of the Grantor.

10. That notice of the exercise of any option granted herein, or in the note secured hereby, to the Beneficiary is not required to be given, the Grantor hereby waiving any such notice.

11. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor Trustee, the later shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

12. The benefits of the covenants herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto.

In Witness Whereof, the said Grantor has executed these presents the day and year first hereinbefore written.

Address of Grantor: P.O. BOX 718, EUREKA, NEVADA 89316

Andrew H. Scrymgeour

ANDREW H. SCRYMGEOUR

Nancy L. Scrymgeour

NANCY L. SCRYMGEOUR

State of Nevada)

County of *EUREKA*)

)ss:

On this *28th* day of *February*, 19*90* personally appeared before me, the undersigned, a notary public in and for the county and State aforesaid, **ANDREW H. SCRYMGEOUR and NANCY L. SCRYMGEOUR**

known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that THEY executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county of the day and year in this Certificate first above written.

Glady Goicoechea

Notary Public

Eureka

County of

State of Nevada

My commission expires: *Oct. 28, 1990*

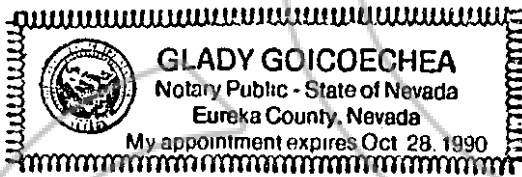
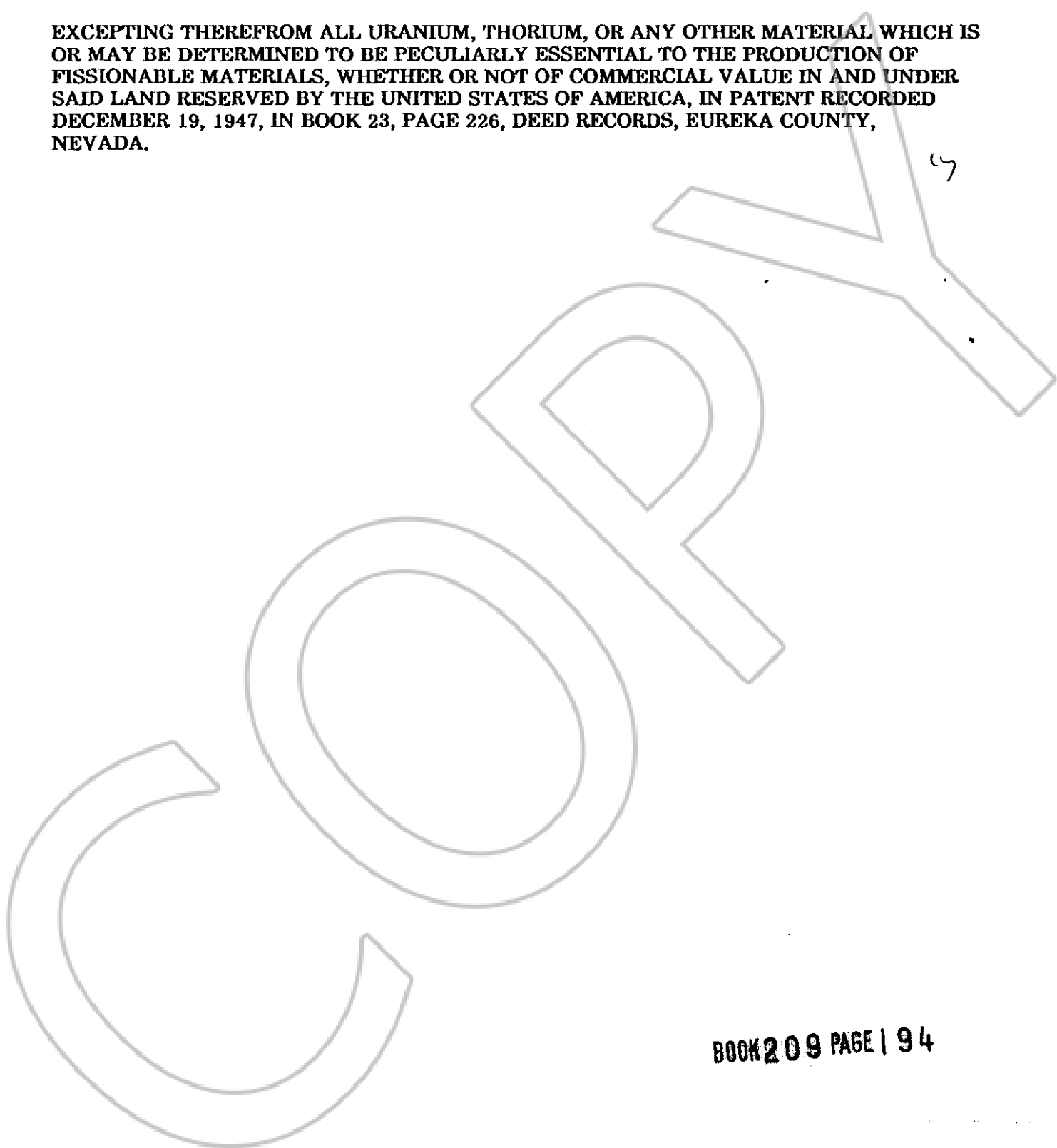


EXHIBIT "A"

PARCEL NUMBER 14 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR DAVID A. PASTORINO FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON APRIL 24, 1989, AS FILE NO. 127109, BEING A PORTION OF LOT 13, BLOCK C OF RUBY HILL ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON OCTOBER 5, 1984, AS FILE NUMBER 96135 AND AMENDED MAY 15, 1985, AS FILE NUMBER 98941.

EXCEPTING THEREFROM ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE IN AND UNDER SAID LAND RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT RECORDED DECEMBER 19, 1947, IN BOOK 23, PAGE 226, DEED RECORDS, EUREKA COUNTY, NEVADA.



MORTGAGE INSURANCE PREMIUM RIDER

This Mortgage Insurance Premium Rider is made this 8th day of February, 1990 and is incorporated into and shall be deemed to amend the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Trustor") to secure Trustor's Note to

First Interstate Bank of Nevada, N.A.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

VANDAL WAY
EUREKA, NEVADA 89316

1. Section 2 (a) (I) (II) Delete this subsection in its entirety.
2. Section 2 c. (I) Delete this subsection in its entirety.
3. a. Section 3 Delete in lines 19, 20 and 21, the phrase, "all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development and."
b. Section 3 Delete in lines 31 and 32 the phrase, "and shall properly adjust any payments which shall have been made under (a) of paragraph 2."
4. Paragraph 8 is incorporated herein except that it also shall include the following additional provision: This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.
5. The identity of all sections and subsections affected by the changes in this rider should be re-identified as necessary in order to account for the deletions and changes.

IN WITNESS WHEREOF, Trustor has executed this Mortgage Insurance Premium Rider.
Signature of Trustor

Andrew H. Scrymgeour

ANDREW H. SCRYMGEOUR

Nancy L. Scrymgeour

NANCY L. SCRYMGEOUR

FHA ASSUMPTION POLICY RIDER

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 _____ months after the date of which the mortgage is closed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months".

DATED: FEBRUARY 8, 1990

Andrew H. Scrymgeour
ANDREW H. SCRYMGEOUR

Nancy L. Scrymgeour
NANCY L. SCRYMGEOUR

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 209 PAGE 190
Frontier Title
90 MAR -9 10:41

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE \$ 1100
132010

BOOK 209 PAGE 196