

MASTER FORM DEED OF TRUST  
Recording requested by:  
CALIFORNIA FEDERAL BANK

171910

When recorded return to:

CALIFORNIA FEDERAL BANK  
CONSUMER LOAN CREDIT  
P.O. BOX 997150  
SACRAMENTO, CA 95899-0231

**MASTER FORM DEED OF TRUST**  
(With Future Advance Clause)

**THIS DEED OF TRUST** is made January 15, 1999, by and among the Trustor,

("Trustor"), the Trustee, MASTER MORTGAGE COMPANY, a California corporation ("Trustee"), and the Beneficiary, CALIFORNIA FEDERAL BANK, A Federal Savings Bank ("Lender"), whose address is 135 Main Street, San Francisco, CA 94105-1817.

**TRUSTOR**, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property located in the County of Eureka, State of Nevada:

**THIS IS A MASTER FORM DEED OF TRUST**  
**RECORDED PURSUANT TO NEVADA REVISED STATUTES SECTION 111.353.**

Assessor's Parcel Number:

which is commonly known as

("Property Address");

**TOGETHER** with all buildings and improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral oil and gas rights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

**TO SECURE** to Lender the repayment of the promissory note, revolving line of credit agreement, contract or other evidence of debt ("Secured Debt") of even date herewith signed by the borrower, customer, obligor or other obligated party ("Borrower") in the maximum principal sum of U.S. \$ \_\_\_\_\_ together with all amendments, extensions, modifications or renewals. This amount does not include interest and finance charges or other fees and charges as may be paid out or advanced by Lender to protect the security of this Deed of Trust and the performance of the covenants contained herein or in the terms of the Secured Debt. The maturity date of the Secured Debt is \_\_\_\_\_.

**COVENANTS.** Trustor and Lender covenant and agree as follows:

**1. WARRANTY OF TITLE.** Trustor covenants that Trustor is the lawful owner of the estate in land hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record as of the date hereof. Trustor covenants that Trustor warrants and will defend generally the title of the Property against all claims and demands, subject to encumbrances of record as of the date hereof. Trustor covenants that Trustor will neither take nor permit any action to partition or subdivide the Property or any part thereof without Lender's prior consent and written approval. Reference is made to the Secured Debt for the specific terms, covenants, conditions and provisions ("Terms") thereof which are incorporated herein by reference. Any terms not herein defined shall have the meaning set forth in the Secured Debt.

**2. PAYMENTS AND APPLICATION OF PAYMENTS.** Trustor agrees that all payments shall be promptly paid when due, together with any other fees and charges, and shall be applied by Lender in accordance with the Terms of the Secured Debt and this Deed of Trust.

**3. FUTURE ADVANCES; ADDITIONAL SUMS.** Trustor agrees that all future advances are secured as if made on the date of this Deed of Trust and acknowledges the right of Lender to cancel future advances for reasons other than default. Nothing in this Deed of Trust shall constitute a commitment to make additional or future advances which exceed the maximum principal sum shown on the first page of this Deed of Trust. Any such commitment must be agreed to by Trustor and Lender in a separate written agreement. The Secured Debt also includes all additional sums that may be advanced by Lender for insuring, preserving and protecting the value of the Property, and any other sums that are incurred by Lender.

**4. PRIOR MORTGAGES, DEEDS OF TRUST AND SECURITY INTERESTS ("PRIOR LIEN"); CHARGES; LIENS.** Trustor shall fully and timely perform all of Trustor's obligations under any Prior Lien, including Trustor's covenants to make any payments when due. Lender can rely on any notice of default from any holder of a Prior Lien and may take any reasonable action necessary, including Lender's payment of any amounts that the holder of the Prior Lien claims are due, even though Trustor denies that any such default exists. Trustor shall not request any modification or extension under any Prior Lien, or request any future advances under any promissory note secured by the lien document, without Lender's prior consent and written approval. Trustor shall pay or cause to be paid all taxes, assessments and other charges, insurance premiums, fines and impositions attributable to the Property, and all encumbrances, charges, loans and liens (other than any Prior Lien) on the Property which may attain any priority over this Deed of Trust and leasehold payments or ground rents, if any. Upon Lender's request, Trustor shall promptly furnish to Lender receipts evidencing timely payment of each and every item described in this section.

**5. TAXES AND INSURANCE.** Trustor shall pay, at least ten calendar days before delinquency, all taxes, assessments and ground rents affecting the Property. Trustor shall keep the improvements on the Property insured against loss by fire, flood, theft, and other hazards and risks reasonably associated with the Property type and location. This insurance shall be maintained in such amounts and for such periods as Lender may require or as required by applicable law. The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender and that approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender, shall include a standard mortgage clause in favor of and in a form acceptable to Lender, and shall provide that Lender will be given at least thirty (30) days prior written notice of cancellation or reduction of insurance coverage.

If at any time during the term of the Secured Debt Lender determines that the Property should be covered by flood insurance and is not or is covered by an inadequate amount of flood insurance, Lender will notify Trustor of Trustor's requirement to purchase flood insurance at Trustor's expense. If Trustor fails to obtain the required amount of flood insurance, Lender may purchase flood insurance through an insurance carrier of Lender's choice on Trustor's behalf.

In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor. Subject to the rights and terms of any Prior Lien, the amounts collected by Trustor or Lender under any insurance policy may, at Lender's sole discretion, either be applied to the Secured Debt or be released to Trustor for use in repairing or reconstructing the Property. 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.

If the Property is abandoned by Trustor or Trustor fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; INSPECTION.** Trustor shall use, improve and maintain the Property in compliance with the law, shall keep the Property in good condition and repair, shall not permit any waste, impairment or deterioration to the Property, and shall not remove or demolish the Property, or any part thereof. Trustor agrees that the Property's use and the nature and type of occupancy will not substantially change without Lender's prior consent and written approval. Lender, or Lender's agent, may make or cause to be made reasonable entries to and inspections of the Property, provided that Lender shall give Trustor prior notice specifying a reasonable purpose for the inspection.

**7. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Trustor shall comply with the provisions of any lease if the Property is subject to a leasehold. If the Property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Trustor agrees to the following:

**A. Obligations.** Trustor shall perform all of Trustor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project or PUD and any homeowners association or equivalent entity ("Owners Association"), (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Trustor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including loss by fire, flood, theft, and other hazards and risks included within the term "extended coverage," Trustor's obligation under Section 5 to maintain insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Trustor shall give Lender prompt notice of any lapse in the required insurance coverage. In the event of a distribution of insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or common areas, any proceeds payable to the Trustor are hereby assigned and shall be paid to Lender for the application to the sums secured by this Deed of Trust, with any excess paid to the Trustor.

**C. Public Liability Insurance.** Trustor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

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**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Trustor in connection with any condemnation or other taking of all or part of the Property, whether of the unit or of the common areas, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Deed of Trust as provided in Section 9.

**E. Lender's Prior Consent.** Trustor shall not, except after notice to Lender and with Lender's prior consent and written approval, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management by the Owners Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Trustor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this section shall become additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Lender agree to other terms of payment, these amounts shall bear interest and finance charges from the date of disbursement at the Secured Debt rate and shall be payable, with interest and finance charges, upon notice from Lender to Trustor requesting payment.

**8. PROTECTION OF LENDER'S SECURITY.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or in the Terms of the Secured Debt, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender to Trustee, Lender or Trustee without demand upon Trustor, but upon notice to Trustor pursuant to Section 12 hereof, may, without releasing Trustor from any obligation in this Deed of Trust, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorneys fees, and take such action as Lender or Trustee deem necessary to protect the security of this Deed of Trust.

Any amounts disbursed by Lender or Trustee (unless otherwise provided for or agreed upon with Trustor) pursuant to this section, with interest and finance charges thereon in effect under the Secured Debt, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Lender agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Trustor requesting payment thereof. Nothing contained in this section shall require Lender or Trustee to incur any expense or take any action hereunder and any action taken shall not release Trustor from any obligation under this Deed of Trust.

**9. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject only to the terms of any Prior Lien. Trustor agrees to execute such further documents as may be required by the condemnation authority to effectuate this section. Lender is hereby irrevocably authorized to apply or release such monies received or make settlement for such monies in the same manner and with the same effect as provided in this Deed of Trust for disposition or settlement of insurance proceeds.

**10. TRUSTOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment, acceptance by Lender of payments other than according to the Terms of the Secured Debt, or modification in payment terms of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Trustor shall not operate to release in any manner the liability of the original Trustor, Trustor's successor in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor and Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Deed of Trust to accelerate the maturity of the indebtedness secured by this Deed of Trust in the event of Trustor's default under this Deed of Trust or the Secured Debt which it secures. Any waiver by Lender must be in writing and signed by Lender.

**11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Trustor, subject to the provisions of Section 15 hereof. All covenants and agreements of Trustor (or Trustor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Trustor who co-signs this Deed of Trust, but does not execute the Secured Debt, (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Secured Debt or under this Deed of Trust, and (c) agrees that Lender and any other Trustor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Secured Debt, without that Trustor's consent and without releasing that Trustor or modifying this Deed of Trust as to that Trustor's interest in the Property.

**12. NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor (or Trustor's successors, heirs, legatees, devisees and assigns) provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Trustor (or Trustor's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Trustor may designate by written notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender at the following address: California Federal Bank, Attn: Customer Service, P.O. Box 997150, Sacramento, CA 95899-0223, or to such other address as Lender may designate by written notice. Any notice provided for in this Deed of Trust shall be deemed to have been given on the date delivery is actually made or the day notice is deposited into the U.S. mail system as first class mail fully stamped and addressed as provided in this section.

**13. GOVERNING LAW; SEVERABILITY; INTERPRETATION.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any covenant or agreement of this Deed of Trust or the Terms of the Secured Debt conflicts with applicable law, such conflict shall not affect the other covenants and agreements of this Deed of Trust or the Terms of the Secured Debt which may be given effect without the conflicting provision, and to this end the covenants and agreements of this Deed of Trust and the Terms of the Secured Debt are declared to be severable. As used herein, "costs", "expenses" and "attorneys fees" include all sums to the extent not prohibited by applicable law or limited herein.

The captions and headings of this Deed of Trust are for convenience and are not to be used to interpret or define the provisions hereof. In this Deed of Trust, whenever the context requires, the masculine gender shall include the feminine and/or neuter, the singular shall include the plural, and the plural shall include the singular.

**14. DEFAULT.** In addition to the default caused by the sale or transfer of, or promise to sell or transfer all or any part of the Property or any interest therein, as specifically covered in Section 15 hereof, Trustor will be in default if: (a) Trustor or Borrower has engaged in fraud or material misrepresentation in connection with the Secured Debt, including the application for the Secured Debt and subsequent requests for updated information,



(b) Borrower fails to meet the repayment terms of the Secured Debt for any outstanding balance, or (c) Trustor engages in any action or inaction which adversely affects Lender's security for the Secured Debt or any right of the Lender in such security.

**15. TRANSFER OF PROPERTY.** If all or any part of the Property or any interest therein is sold, transferred or hypothecated by Trustor without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust or (b) the creation of a purchase money security interest for household appliances, such event shall constitute a default hereunder and under the Secured Debt, and Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

**16. ACCELERATION; REMEDIES; TRUSTOR'S RIGHTS.** Upon the occurrence of a default, Lender may, at its sole option, declare all the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law.

If Lender invokes the power of sale, Lender shall, in accordance with applicable law, execute or cause Trustee to execute a written notice specifying, without limitation, the following: (a) the occurrence and nature of the default, (b) Lender's election to accelerate the debt evidenced by the Secured Debt and to cause the Property to be sold, and (c) Trustor's right, if any, under applicable law to reinstate the Secured Debt secured by this Deed of Trust and avoid sale of the Property. Lender shall cause such notice to be recorded in the county where the Property is located and shall have copies of such notice mailed to the persons and in the manner prescribed by applicable law. If Trustor is permitted under applicable law, but fails to reinstate in accordance with the terms of the notice required in this section, or Trustor is not permitted to reinstate, then after the lapse of such time as required by applicable law following recordation of the notice of breach and election to sell, Trustee shall give public notice of sale of the Property to the persons and in the manner prescribed by applicable law. After lapse of such time as may be required by applicable law, and Trustor's failure to redeem the Property by paying to Lender all sums secured by this Deed of Trust together with all costs and expenses incurred by Lender, including attorneys fees and trustees fees, and for which it is entitled to reimbursement under applicable law, Trustee shall, in accordance with applicable law, sell the Property. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Lender, or Lender's agent, may purchase the Property at any sale.

Trustee shall deliver to the purchaser the Trustee's deed conveying the Property so sold without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale as required by applicable law.

**17. ADVANCES ON COVENANTS; ATTORNEYS AND TRUSTEES FEES; COLLECTION COSTS.** Trustor agrees to pay all of Lender's expenses, except when prohibited by applicable law, if Trustor breaches any covenant in this Deed of Trust. Trustor agrees to pay any amount incurred by Lender for insuring, inspecting, preserving or protecting the Property and Lender's security interest. Trustor also agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Deed of Trust. These may include, but are not limited to, attorneys fees, trustees fees, court costs and other legal expenses. All such expenses, advances on covenants and amounts shall bear interest and finance charges from the date of disbursement at the Secured Debt rate and shall be payable, with interest and finance charges, upon notice from Lender to Trustor requesting payment. This Deed of Trust will secure payment of these expenses.

**18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under Section 16, the occurrence of a default hereunder or the abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Section 16 hereof or abandonment of the Property, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Deed of Trust, shall be entitled to enter upon, take possession of and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including but not limited to the receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received and shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**19. HAZARDOUS SUBSTANCES.** As used in this section, "Environmental Law" means all federal, state and local laws, regulations, and ordinances that relate to public health, safety or environmental protection. "Hazardous Substances" mean any toxic, radioactive or hazardous material defined by Environmental Law as being dangerous or potentially dangerous to the public health, safety or environment. This term includes, but is not limited to, the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

Trustor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any applicable Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on or in the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the Property.

Trustor shall promptly give Lender written notice of any pending or threatened investigation, claim, lawsuit, or other action by any governmental or regulatory authority or private party involving the Property and any Hazardous Substances or violation of any applicable Environmental Law which Trustor has actual knowledge. If Trustor learns or is notified by any governmental or regulatory authority that removal or remediation of any Hazardous Substances affecting the Property is necessary, Trustor shall promptly take all necessary remedial action in accordance with the applicable Environmental Law.

**20. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the county recorder where the Property is located. The successor trustee shall, without conveyance of the Property, succeed to all title, estate, powers and duties conferred upon Trustee herein and by applicable law. This procedure for substitution shall govern to the exclusion of all other provisions for substitution.

**21. NON-BORROWER TRUSTOR; WAIVERS.** If the Trustor is not a Borrower under the Secured Debt:

A. Trustor represents and warrants to Lender that: (i) this Deed of Trust is executed at the request of the Borrower, (ii) Trustor will not, without Lender's prior consent and written approval, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of, or attempt to dispose of, substantially all of the

Property, and (iii) Trustor has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the financial condition of Borrower. Trustor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Trustor, and Trustor further agrees that Lender has no obligation to disclose to Trustor information or material acquired in the course of Lender's relationship with Borrower.

B. Trustor hereby waives: (i) any right to require Lender to proceed against any person, including Borrower, (ii) proceed against or exhaust any collateral held from Borrower or any person, (iii) pursue any other remedy in Lender's power, or (iv) make any presentations, demands for performance or give any notices of nonperformance, protests, or notices of protest or dishonor in connection with the Secured Debt and this Deed of Trust.

C. Trustor also waives: (i) any defense arising by reason of any disability or other defense of Borrower or any other defense of Borrower or any other person, (ii) the cessation from any cause whatsoever, other than payment in full of the obligations of Borrower under this Deed of Trust and the Secured Debt, (iii) the application by Borrower of the proceeds of the Secured Debt, (iv) for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender to Trustor any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower by operation of law or otherwise, including any impairment or loss of any right of reimbursement or subrogation or any right or remedy of Trustor against Borrower or against any security resulting from the exercise or election of any remedies by Lender, including, without limitation, election by Lender to exercise any of Lender's rights, now or hereafter obtained, under any power of sale set forth in any security instrument securing repayment of the indebtedness of Borrower and the consequent loss, limitation or impairment of the right to recover any deficiency from Borrower in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure, or (v) any modification of the Secured Debt in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment or any increase in the rate of interest. Until all amounts secured shall have been paid in full, Trustor further waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower or any other person and waives any benefit of, or any right to participate in, any security whatsoever now or hereafter held by Lender.

D. Trustor acknowledges, warrants and agrees that each of the waivers set forth in this section are made with the full knowledge of their significance and consequence and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

**22. STATEMENT OF UNPAID BALANCE.** Lender shall furnish to any entitled person such statements as may be required concerning the current unpaid balance of the Secured Debt. Lender may charge a fee for such statements equal to \$60 or such other fee as provided by NRS 107.310, as amended from time to time.

**23. RECONVEYANCE.** Upon payment of all sums secured by this Deed of Trust, Lender shall request that Trustee reconvey the Property, without warranty, to the person or persons legally entitled thereto. Trustee may charge a fee for such reconveyance equal to \$100 or such other fee as provided by NRS 107.077, as amended from time to time, and all costs of recordation, if any.

**24. INCORPORATION OF TERMS.** All of the Terms of the Secured Debt secured by this Deed of Trust are by this reference incorporated herein as if set forth in full. Any default under the Secured Debt shall constitute a default hereunder without further notice to Trustor.

**25. REMEDIES CUMULATIVE.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or accorded by law or equity, and may be exercised concurrently, independently or successively.

**IN WITNESS WHEREOF,** Trustor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Trustor also acknowledges receipt of a copy of this Deed of Trust and the Secured Debt.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Date

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The following certificate is sufficient for an acknowledgment in an individual capacity:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_  
(name(s) of person(s)).

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Title and Rank (Optional)

My commission expires: \_\_\_\_\_

(Seal, if any)

The following certificate is sufficient for an acknowledgment in a representative capacity:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_  
(name(s) of person(s))

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Title and Rank (Optional)

My commission expires: \_\_\_\_\_

(Seal, if any)

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CONSUMER LOAN CREDIT  
P.O. BOX 997150  
SACRAMENTO, CA 95899-0231

BOOK 325 PAGE 420  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*United Title*  
99 FEB 16 PM 1:09

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 12.00

171910

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