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MANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
ZEPHYR COVE, NEVADA

DEED	\mathbf{OF}	TRUST

THIS DEED OF TRUST, made this __gth__ day of __MAY______,

196_8_, by and between _EUGENE F. OSBORNE and WILETTA_J._____

OSBORNE, husband and wife ________,

Trustor, and FIRST COMMERCIAL TITLE, INC., a corporation, Trustee for _______LOYD E. HELTMAN and CLARA E. HELTMAN, husband and ________ wife, as JOINT TENANTS, with right of survivorship _______,

Beneficiary,

WITNESSETH:

Lot 23 in Block 5 of Plat of Second Addition to Zephyr Heights Subdivision, being a portion of Section 10, Township 13 North, Range 18 East, M.D.B.&M., as filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 6, 1948.

AND, ALSO all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$16,197.05

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evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon restriction affecting said property.

SECOND: Trustor agrees to provide, maintain and deliver to Beneficiary fire, and if required, other insurance, including extended coverage, insuring any and all improvements upon said premises in a company satisfactory to and with loss payable to Beneficiary and Trustor, as their respective interests may appear, and in default thereof, Beneficiary may procure such insurance and may pay and expend for premiums for such insurance such sums of money as Beneficiary may deem necessary. Said insurance shall be in an amount not less than \$ 16,197.05

The following covenants Nos. 1, 3, 4, (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this

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deed of trust.

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

SIXTH: All the provisions of this instrument shall inure to, apply, and bind the heirs, executors, successors and assigns of said Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above described premises and hereby authorizes Trustee, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

NINTH: This deed of trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreement herein set forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not

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otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenant shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and his successors in interest may be removed therefrom by unlawful detainer proceedings in the event possession of said real property shall not be voluntarily surrendered to such purchaser.

STATE OF NEVADA) : ss.

On this gth day of MAY, 1968, personally appeared before me, a Notary Public in and for said County

and State, EUGENE F. OSBORNE & WILETTA J. OSBORNE

known to me to be the persons described in and who executed the foregoing instrument, and they duly 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 the day and year in this certificate first above written.

ice the day and year in this certifi-



WILETTA J/OSBORNE

Recorded at Request of First Commercial Title, Inc.

On May 13, 1968 At 22 Min. Past M. oc

Official Records of Douglas County, Nevada. Fee a

Ethel N. Schacht, Recorder, By Lanne Market M. oc

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