

Loan #812

5072 RH  
11175 Minden

## DEED OF TRUST

1 THIS DEED OF TRUST, made this 6th day of November, 19 72,  
by and between NATHANIEL HELLMAN and ZELDA L. HELLMAN, his wife

2 and SOUTH TAHOE INVESTMENT CORPORATION, a corporation organized and existing under and by  
3 virtue of the laws of the State of Nevada, Trustee for

4 EMERSON J. WILSON COMPANY, a Nevada Corporation

### WITNESSETH:

5 That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power  
6 of sale, all that certain property in the City of \_\_\_\_\_, County of Douglas,  
State of Nevada, more particularly described as follows:

#### PARCEL NO. 1:

COMMENCING at the Northeast corner of Lot 16 in Block 3,  
as shown on the map of OLIVER PARK, filed in the office  
of the County Recorder of Douglas County, Nevada on  
February 2, 1959; thence North 18° 23' 35" East along  
the Westerly line of Michelle Drive a distance of 111.645  
feet; thence leaving said line North 65° 26' 52" West a  
distance of 90.06 feet to the true point of beginning;  
thence North 32° 20' 40" West a distance of 42.21 feet;  
thence North 60° 40' 41" West a distance of 13.03 feet;  
thence North 28° 48' 49" East a distance of 321.17 feet  
to a point on the Southwesterly right of way line of  
Kahle Drive extended Northwesterly; thence South 61°  
11' 11" East along the Southwesterly line of said Kahle  
Drive a distance of 50.00 feet; thence South 28° 48' 49"  
West a distance of 341.65 feet to the true point of  
beginning.

#### PARCEL NO. 2:

COMMENCING at the northeast corner of Lot 16 in Block 3,  
as shown on the map of OLIVER PARK, filed in the office  
of the County Recorder of Douglas County, Nevada, on  
February 2, 1959; thence North 18° 23' 35" East along  
the Westerly line of Michelle Drive, a distance of  
111.645 feet; thence leaving said line North 65° 26' 52"  
West a distance of 318.37 feet; thence North 32° 20' 40"  
West a distance of 132.27 feet; thence North 60° 40' 41"  
West a distance of 13.03 feet to the true point of  
beginning; thence North 60° 40' 41" West a distance of  
50.00 feet; thence North 28° 48' 44" East a distance of  
320.72 feet to a point on the Southwesterly right of way  
line of Kahle Drive extended Northwesterly; thence South  
61° 11' 11" East along the Southwesterly right of way line  
of said Kahle Drive a distance of 50.00 feet; thence South  
28° 48' 49" West a distance of 321.17 feet to the true point  
of beginning.

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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 thereunto 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 \$ 150,000.00---, 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 or 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 or herein adopted by reference.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: 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 said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

THIRD: 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 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. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of 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 accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, 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 Beneficiary. At any Trustee's Sale held hereunder Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

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

*Nathaniel Hellman*  
Nathaniel Hellman  
*Zelda L. Hellman*  
Zelda L. Hellman

STATE OF NEVADA }  
County of Douglas } ss.

On this 13th day of November, 1972, personally appeared before me, a Notary Public in and for said county and state, Nathaniel Hellman and Zelda L. Hellman

known to me to be the persons described in and who executed the foregoing instrument, and they, and each of them, 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.

JUNE R. STEVENS  
Notary Public — State of Nevada  
Carson City  
Aty Commission Expires July 16, 1975

*June R Stevens*  
Notary Public.

DOCUMENT No 63052

Filed for record at the request of LAWYERS TITLE INS. CORP.

on NOV 30 1972 at 14 minutes past 1 o'clock P. M.

Recorded in Book 1172 of Off. Rec., Page 896, Records of Douglas County, Nevada.

FEE: \$5.00 pd

County Recorder  
By *Jacqueline Gray* Deputy.

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