

When Recorded Mail to Auguste E. Cernusco, 690 South "N" Street Silverdale CALIF.

DEED OF TRUST

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THIS DEED OF TRUST, made this 1 day of June 1973, by and between RON KINCADE, a married man, trustor, to TITLE INSURANCE AND TRUST COMPANY, a corporation, trustee, for AUGUSTA E. CERNUSCO, a widow, beneficiary,

W I T N E S S E T H :

That the trustor does hereby grant, bargain, sell and convey unto the trustee in trust with power of sale all that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lots 8, 9 and 10 in Block "L" of the Townsite of Minden, Douglas County, Nevada, according to the Official Map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 5, 1907.

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion, reversions, remainders, rents, issues and profits thereof.

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

1. Payment of an indebtedness in the sum of \$12,000.00 evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note is by reference made a part hereof, executed by trustor and delivered to beneficiary and payable to the order of beneficiary and any and all extensions and renewals thereof.

2. Payment of such additional sums with interest thereon as may be hereafter loaned by beneficiary to trustor as additional advances under this deed of trust by the promissory note or notes of trustor, and payment of any monies advanced or paid

1 out by beneficiary or by the trustee to or for trustor pursuant to
2 the provisions of this deed of trust and payment of all other
3 indebtedness of the trustor to the beneficiary or to the trustee
4 which may exist or be contracted for during the life of this
5 instrument, with interest.

6 AND THIS INDENTURE FURTHER WITNESSETH:

7 1. Trustor promises and agrees to pay when due all
8 claims for labor performed and materials furnished for any con-
9 struction, alteration or repair upon the above-described premises;
10 to comply with all laws affecting said property or relating to
11 any alterations or improvements that may be made thereon; not to
12 commit or permit any acts upon said property in violation of any
13 law, covenant, condition or restriction affecting said property.

14 2. Trustor covenants to keep all buildings that may now
15 or at any time be on said property during the continuance of this
16 trust in good repair and insured against loss by fire, with
17 extended coverage endorsement, for full insurable value in a com-
18 pany or companies authorized to issue such insurance in the State
19 of Nevada, and as may be approved by beneficiary naming bene-
20 ficiary and trustor as insureds, as their interest may appear, and to
21 deliver the policy to beneficiary or to collection agent of bene-
22 ficiary and in default thereof, beneficiary may procure such in-
23 surance and/or make such repairs and expend for either of such
24 purposes, such sum or sums as beneficiary may deem proper, any
25 such advance for repairs or insurance to be deemed secured hereby.

26 3. The following covenants, Nos. 1, 3, 4 (interest 10%)
27 5, 6, 7 (counsel fees 10%), 8 and 9 of NRS 107.030 are hereby
28 adopted and made a part of this deed of trust.

29 4. The rights and remedies hereby granted shall not
30 exclude any other rights or remedies granted by law, and all rights
31 and remedies granted hereunder or permitted by law shall be con-
32 current and cumulative.

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5. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6. The trusts created hereby are irrevocable by the trustor.


IN WITNESS WHEREOF, the trustor has executed this deed of trust the day and year first above written.

Ron Kincaide
RON KINCADE

STATE OF NEVADA)
Carson City : ss

On June 1, 1973, personally appeared before me, a notary public, RON KINCADE, who acknowledged to me that he executed the foregoing document.

Ruth E. Andrews
NOTARY PUBLIC

 RUTH E. ANDREWS
Notary Public -- State of Nevada
Carson City
My Commission Expires Sept. 7, 1976

TITLE INSURANCE & TRUST CO.

Recorded at Request of
On JUN 5 1973 At 35 Min. Past 3 PM
Official Records of Douglas County, Nevada. Fee 5.00 pd

Patricia J. Stanley, Recorder By [Signature]

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