When recorded mail to: Richard D. Pascale P.O. Box 637 Minden, Nevada

SECOND DEED OF TRUST

THIS DEED OF TRUST, made this 18th day of July , 1977, by and between WILLIAM JAC SHAW and MAUREEN L. SHAW, husband and wife, hereinafter called "TRUSTORS", and LAWYERS TITLE INSURANCE CORPORATION, a Nevada corporation, hereinafter called "TRUSTEE, and RICHARD D. PASCALE and JOY PASCALE, husband and wife, as joint tenants, hereinafter called "BENEFICIARIES",

WITNESSETH:

WHEREAS, the said Trustors are indebted to Beneficiaries in the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00), in lawful money of the United States, and have agreed to pay the same with interest at the rate of NINE PERCENT (9%) in like lawful money, according to the terms of their Instalment Note Secured by Second Deed of Trust of even date herewith, executed and delivered therefor by the said Trustors to the said Beneficiaries, which Instalment Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, the Trustors in consideration of the foregoing and for the purpose of securing all of the covenants and conditions of said Note, and of this Deed of Trust, have granted, bargained, sold, conveyed and confirmed, and by these presents do hereby grant, bargain, sell, convey, and confirm unto the Trustee, its successors and assigns, all that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 39, as said lot is shown on the offical plat of GARDNERVILLE RANCHOS UNIT NO. 3.

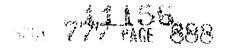
TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the said Trustee, and to its successors and assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

1. To permit the said Trustors, their heirs and assigns 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, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the said Trustors, their heirs and assigns, the said described lands and premises.

- 2. That the said Trustors will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiaries may pay the same.
- 3. That if the premises covered hereby, or any part thereof, shall be damage by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by the Trustors to the Beneficiaries.
- 4. That the Trustors will keep the said premises in as good order and condtion as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.
- 5. 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 Second Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustors to the Beneficiaries to be applied by them on account of the unpaid balance of such indebtedness.
- 6. The following covenants, Nos. 1, 2 (amount of insurance shall be at least the sum of \$8,500.00), 3, 4 (interest 9%), 5, 6,



7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Second Deed of Trust.

- 7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.
 - The Trusts created herein are irrevocable. 8.

IN WITNESS WHEREOF, the said Trustors have hereunto set their hands the day and year first above written.

William Jac Shaw

Maureen L. Shaw

STATE OF NEVADA

SS.

CARSON CITY

Douglas County My Commission Expires Sept. 17, 1977

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DIXIE C. HARRIS

Notary Public - State of Nevada

a Notary Public, WILLIAM JAC SHAW and MAUREEN L. SHAW, who acknowleaded that they executed the foregoing Second Deed of Trust.

Notary/Public

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