THIS DEED OF TRUST, made this

18th

January 1978 day of

, between

DONALD F. ARCHIBALD and VICTORIA ARCHIBALD, husband and here alled TRUSTOR, 624 Colleen Drive, San Jose, Calif. 95123

whose address is

(number and address)

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and KEITH A. LAWLER and MARY ELLEN LAWLER, husband and wife; and LAVERNE Y. LAWLER, as her separate herein called BENEFICIARY, property, all as joint tenants

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in the unincorporated Douglas County, Nevada, described as:

Lot 3, in Block C, as shown on the map of FOOTHILL ESTATES SUBDIVISION, file in the office of the County Recorder of Douglas County, Nevada, on November 13,1962, file no. 2166.

EXCEPTING therefrom all minerals and mineral ores of every kind, nature and description on or beneath the surface of said lands, together with the right to prospect for, mine and remove said minerals and mineral ores, as reserved in the Deed from Clover Valley Lumber Company, a Nevada Corporation to H. E. West, recorded December 11, 1947, in Book Y of Deeds, Douglas County, Nevada, at Page 321. A.P. 07-255-01

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$15,930.94 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and with interest thereon according to the terms of a (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

	,			756	7% 307		
COUNTY	воок	PAGE	DOC. NO.	COUNTY	воок	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.	AND DESCRIPTION OF THE PERSON	682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds 🍼	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off.Rec. 🎤	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	<b>168</b>	50782	Washoe	300 Off. Rec.	517	107192
	/	/		White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Donald F.

STATE OF California SS. COUNTY OF Santa Clara personally

on February 3, 1978 appeared before me, a Notary Public,

Donald F. Archibald and Victoria Archibald

who acknowledged that <u>they</u> executed the above instrument.

Signature

(Notary Public) OFFICIAL SEAL

VIRGINIA G. GRIGGS NO ACC FULLIC -- DISCHOLINA YTHIOD ARAID ARRAS

My Commission Expires December 8, 1978

ORDER NO. ) ESCROW NO.

WHEN RECORDED MAIL TO:

Keith A. Lawler, etal

604 Dorchester

San Mateo, Calif. 94402

SHEERIN & O'REILLY ATTORNEYS AT LAW P. O. BOX 606 CARSON CITY, NEVADA 89701 P. O. BOX 1327 GARDNERVILLE, NEVADA 89410 FOR RECORDER'S USE

REQUESTED BY DOUGLAS COUNTY TITLE IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA 1978 FEB - 9 PM 1: 37

ARchibald

PATRICIA J. WILLIAMS RECORDER