

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(Note not set out)

for use in DOUGLAS COUNTY, Nevada

Loan No. 10205088-8

On December 21st, 1978, at Minden, Nevada

RICHARD F. EVANS and ANNE K. EVANS, Husband and Wife

Address: P. O. Box 1688, Zephyr Cove, NV 89448

as the Trustor, hereinafter referred to as "Borrower", executes and makes this Deed of Trust and Assignment of Rents, hereinafter referred to as "Deed", with HOME TRUSTEE, INC., a Nevada Corporation, as the Trustee, hereinafter referred to as "Trustee", and HOME SAVINGS AND LOAN ASSOCIATION, a Nevada Corporation, as the beneficiary, hereinafter referred to as "Association", with respect to Borrower's promissory note of even date in the principal sum of

FIFTY-FOUR THOUSAND NINE HUNDRED AND NO/100

Dollars \$(54,900.00).

Witness that: Borrower irrevocably grants, conveys, transfers and assigns to Trustee in trust with the power of sale, with and upon the hereinafter stated express trust provisions, agreements and conditions, and for the hereinafter stated purpose, that property situated in the County of Douglas, State of Nevada, more particularly described as:

LOT 45, AS SHOWN ON THE MAP OF COCHRAN ESTATES UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 14, 1973, AS DOCUMENT NO. 66230.

Sometimes hereinafter mentioned as "described real property", together with any and all of the property interests and rights described below in numbered Paragraph 1, Conveyed Property, all of which described real property and other property interests and rights are hereinafter referred to as "Property".

If the Borrower shall sell, convey or alienate said "Property" or any part thereof, or any interest therein, or shall be divested of his title, or any interest therein, in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

The beneficiary hereunder reserves the right to accept or reject an assumption, and if an assumption is accepted said beneficiary reserves the right to impose the following conditions: 1 - An increase in the interest rate. 2 - A reasonable processing fee. 3 - The payment of an assumption fee of three percent of the unpaid balance of the loan being assumed. Said beneficiary also reserves the right to waive all or any part of such fees and costs.

Borrower hereby specifically and absolutely assigns and grants to, and confers upon, Association any and all Rents described below in numbered Paragraph 2, Assigned Rents, on the condition that Borrower, as long as he is not in default under this Deed, shall have the privilege and license to collect, receive, take, use and enjoy all and any Rents.

Borrower makes this Deed, conveys the Property and assigns the Rents for the purpose of securing, in the order of priority that Association may determine from time to time, Borrower's obligations described below in numbered Paragraph 3, Secured Obligations.

To protect and maintain the security of this Deed: Borrower agrees that each and every provision of Paragraphs 1 to 40, inclusive of the "Express Trust Provisions Agreements and Conditions", recorded August 2, 1967, as document 37397 in Book 51 of Official Records in the Office of the County Recorder, DOUGLAS COUNTY, NEVADA, are hereby incorporated in its entirety in this Deed at this place; and Borrower covenants, promises and agrees that he shall observe and perform and be bound by each and every such provision; and Borrower hereby acknowledges his receipt of the copy of such provisions that is set out on the reverse side hereof and following pages.

Each and every such provision is, and shall be fully effective, unless and to the extent it is specifically voided or modified by a publicly recorded instrument executed by both Borrower and Association, or as follows:

Trustee accepts the trust created by and under this Deed and all obligations of such trust, and agrees to all provisions of this Deed upon this Deed's being duly executed, acknowledged and made a public record in the manner provided by law. Association accepts the benefits of the trust created by and under this Deed and accepts the Rents assigned to it under this Deed, and agrees to all provisions of this Deed by and upon its advancing of money or credit to Borrower or exercising forbearance with respect to Borrower in connection with this Deed.

Borrower and Association, each requests service by mail of both notice of default and notice of sale at their respective addresses shown below on the face of this Deed, or as Trustee hereafter may be notified in writing by such requesting party, and agrees that such service shall be sufficient.

~~WITNESSES WHEREOF THE TRUSTOR HAS EXECUTED THIS INSTRUMENT.~~

Signature of Trustor

[Signature of Richard F. Evans]
RICHARD F. EVANS

[Signature of Anne K. Evans]
ANNE K. EVANS

STATE OF NEVADA
COUNTY OF

} ss.

On before me, the undersigned, a Notary Public in and for said County and State, Personally appeared

RICHARD F. EVANS and ANNE K. EVANS

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal) [Signature of Margaret E. Zinke]
Notary Public in and for said County and State

MARGARET E. ZINKE
Notary Public - State of Nevada
Douglas County
My Commission Expires Jan. 4, 1981

ORDER NO. WHEN RECORDED, MAIL TO:

HOME SAVINGS ASSOCIATION

OFFICE

28942

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COPY

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

#4.00 pd

1979 JAN 12 AM 11:03

MARIE A. RABEL
RECORDER

Donna J. Fisher 28942
(Dep.)

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