

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13th day of March

A. D., 1979, by and between Robert A. Mathews, a single man

As Trustor, and Silver State Title Company

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the

County of Douglas State of Nevada, to-wit: All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 406 A & B, as shown on the Second Amended Subdivision Map of Summit Village, recorded in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419 and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, State of Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor Incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$21,603.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to

the trustor(s) addressed to 14250 7th St. #230, Victorville, Calif. 92392 and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written

Robert A. Mathews (signature) Robert A. Mathews

State of Nevada

County of Douglas

SS.

On this 13th day of March in the year A. D. nineteen hundred and seventy-nine before me Ronda Dee Campbell a Notary Public in and for said County of Douglas personally appeared Robert A. Mathews

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he 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 in the said County of Douglas the day and year in this certificate first above written.

Notary Public in and for the County of State of Nevada. My Commission Expires 19

Ronda Dee Campbell

On this day of in the year A. D. nineteen hundred and before me a Notary Public in and for said County of personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he 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 in the said County of the day and year in this certificate first above written.

Notary Public in and for the County of State of Nevada. My Commission Expires 19

Deed of Trust and Assignment of Rent

Robert A. Mathews

Trustor.

-TO-

Silver State Title Company

Trustee.

-FOR-

FIRST NATIONAL BANK OF NEVADA RENO, NEVADA

Beneficiary.

A. D., 19

Filed for record at the request of

FIRST NATIONAL BANK OF NEVADA RENO, NEVADA

OFFICE

A. D., 19

at Min. past o'clock

M., in Vol. of

Page and following, Records of

County, Nevada.

County Recorder.

By Deputy Recorder.

ICL - 165 (11-67)

WHEN RECORDED MAIL TO

South Lake Tahoe OFFICE FIRST NATIONAL BANK OF NEVADA RENO, NEVADA

P.O. Box 130

Stateline, Nevada 89449 (Address of Office)

REQUESTED BY SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

1979 MAR 28 AM 10:59

MARIE A. RADEL RECORDER

Donna Luchter (Dep)

BOOK 379 PAGE 1377 31057