

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of October, 1979, between JOHN RICHARD WHITAKER and EVELYN WEIGEL WHITAKER, husband and wife, as Joint Tenants, with right of survivorship, herein called TRUSTOR, whose address is 3318 Somerset Way, Carson City, Nv 89701 (number and address) (city) (state) (zip) and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and DUANE D. SOUTHWICK and TANNY SOUTHWICK, husband and wife as Joint Tenants, with right of survivorship, herein called BENEFICIARY,

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

Lot 88 of Block F as shown on the map of Silverado Heights Subdivision, filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 18, 1978 as Document No. 25326, and Certificate of Amendment of the final plat of said subdivision recorded August 23, 1979 in Book 879 of Official Records at Page 1725, Douglas County, Nevada, as Document No. 35885.

"If the trustor 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 voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable."

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 \$ 3,746.52 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 (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:

| COUNTY | BOOK | PAGE | DOC. NO. | COUNTY | BOOK | PAGE | DOC. NO. |
|-----------|---------------|------|----------|------------|------------------|------|----------|
| Churchill | 39 Mortgages | 363 | 115384 | Lincoln | | | 45902 |
| Clark | 850 Off. Rec. | | 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. | 168 | 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.

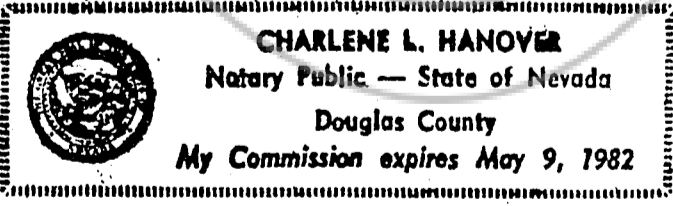
STATE OF NEVADA }
 COUNTY OF Douglas } ss.
 On October 4, 1979 personally
 appeared before me, a Notary Public,

John Richard Whitaker
 JOHN RICHARD WHITAKER

John Richard Whitaker and
Evelyn Weigel Whitaker

Evelyn Weigel Whitaker
 EVELYN WEIGEL WHITAKER

who acknowledged that the y executed the above instrument.
 Signature Charlene L. Hanover
 (Notary Public)



ORDER NO. }
 ESCROW NO. } 101410
 WHEN RECORDED MAIL TO:
Mr. and Mrs. Duane Southwick
P.O. Box 11723
Zephyr Cove, Nv 89448

FOR RECORDER'S USE

REQUESTED BY
DOUGLAS COUNTY TITLE
 IN OFFICIAL RECORDS OF
 DOUGLAS CO. NEVADA
\$ 3.00 pd
 1979 OCT -5 AM 11:49

MARIE A. RABEL
 RECORDER
Liana Plater
 37432
 BOOK 1079 PAGE 474