

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Minden

THIS DEED OF TRUST, made this 17th day of OCTOBER, 1979, between

JAMES E. WORDEN and JESSIE LEE WORDEN, husband and wife, herein called TRUSTOR, whose address is 1515 Niblick, Gardnerville, Nevada 89410 (Number and Street) (City) (State)

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called TRUSTEE, and

JOE PATRUCCO and LUCIA PATRUCCO, husband and wife, as joint tenants with right of survivorship, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of NEVADA described as:

Lot 78, as shown on the official plat of GARDNERVILLE RANCHOS UNIT NO. 3, filed in the office of the County Recorder of Douglas County, Nevada, on June 1, 1965, as Document No. 28310, and Amended Title Sheet filed on June 4, 1965, as Document No. 28378.

This Deed of Trust is subject, however, to that certain Deed of Trust recorded September 18, 1974, in the office of the Recorder of Douglas County, Nevada, in Book 974 of Official Records, at page 575, as Document No. 75528.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, 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 \$ 70,000.00 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page numbers.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary 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 parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

If the Trustor shall sell, convey, transfer or further encumber the herein described property, or any part thereof, or any interest therein, or shall be divested of title or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the prior written consent of Beneficiary, Beneficiary shall have the right, at Beneficiary's option, to declare any indebtedness or obligation hereby secured immediately due and payable, irrespective of the maturity date specified in any note evidencing the same.

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 SIGNATURE OF TRUSTOR

County of DOUGLAS On OCTOBER 17, 1979 before me, a Notary Public, personally appeared James E. Worden and Jessie Lee Worden, known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they

James E. Worden James E. Worden Jessie Lee Worden Jessie Lee Worden

executed the same Dixie C. Harris NOTARY PUBLIC

LAW OFFICES WILSON & HENDERSON PROFESSIONAL CORPORATIONS 210 SOUTH SIERRA STREET RENO, NEVADA

DIXIE C. HARRIS Notary Public - State of Nevada Douglas County My Commission expires Sept. 17, 1981

37987 BOOK 1079 PAGE 1707

COPY

REQUESTED BY
LAWYERS TITLE INS. CORP.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
4-5020

1979 OCT 19 PM 3:27

MARIE A. RABEL
RECORDER

Donna Luchter
(Rep.)

37987

BOOK **1079** PAGE **1708**