SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS THIS DEED OF TRUST, made this day of December 1979 12th , between GEORGE BERKEY, a married man, as his sole and , herein called TRUSTOR. separate property whose address is 72963 Skyward Way, Palm Desert, CA. 92260 (zip) DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and ROBERTS . YOUNG , herein called BENEFICIARY, WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property DOUGLAS County, Nevada, described as: PARCEL ONE: All of Lot 11 as shown on the Official Map of VILLAGER TOWNHOUSES, filed for record in the office of the County Recorder of Douglas County, Nevada, on August 29, 1977, as Document No. 12403. PARCEL 2: An undivided 1/15th interest in Lot A as shown on the Official Map of VILLAGER TOWNHOUSES, filed for record in the office of the County Recorder of Douglas County, Nevada, on August 29, 1977, as Document No. 12403. IN THE EVENT THAT TRUSTOR shall sell or contract to sell the parcel of land hereby encumbered without first obtaining the written consent of Beneficiary, the balance of principal and interest that shall then remain unpaid on the obligation herein shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. 65 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 \$12,000.00with 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 COUNTY BOOK PAGE DOC. NO. BOOK PAGE DOC. NO. 115384 45902 39 Mortgages 363 Lincoln Churchill 850 Off. Rec. 682747 37 Off. Rec. 100661 Clark Lyon 11 Off. Rec. 57 Off. Rec. 115 40050 Mineral 129 89073 **Douglas** 92 Off. Rec. 35747 105 Off. Rec. Elko 652 Nye 107 04823 195 35922 Ormsby 72 Off. Rec. 537 32867 Esmeralda 3-X Deeds 11 Off. Rec. 22 Off. Rec. 138 45941 Pershing 249 66107 Eureka Humboldt 28 Off. Rec. 124 131075 Storey "S" Mortgages 206 31506 300 Off. Rec. 517 24 Off. Rec. 168 50782 Washoe 107192 Lander 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 DOUGLAS SS. December 12, 1979 personally appeared before me, a Notary Public, George Berkey who acknowledged that \_\_\_he\_\_\_ executed the above instrument. Signature FOR RECORDER'S USE (Notary Public) WILLIAM F. McCREARY Notary Public - State of Nevada

REQUESTED BY

DOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

3. 00
1979 DEC 12 AM 11: 39

MARIE A. RABEL RECORDER

Des Chart 39561

Dep BOOK 1279 PAGE 665

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

ORDER NO.

ESCROW NO.

Box 8604

Robert Young

Washoo County

My Commission Expires April 8, 1980

WHEN RECORDED MAIL TO:

4062

South Lake Tahoe, CA 95731