

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 26th day of November, 1980, between JAMES L. FOXX, a single man and MARTHA KAY DORN, a single woman, herein called TRUSTOR, whose address is P. O. Box 1565, Zephyr Cove, Nevada 89448 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and VITO J. LA TORRE and LAURIE LOIS LA TORRE, husband and wife, AS COMMUNITY PROPERTY, 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 142, Block B, as said lot and block are set forth on the Plat of Cave Rock Estates, Unit No. 3, recorded July 13, 1978, as Document No. 22934, Official Records of Douglas County, Nevada. Assessment Parcel No. 03-270-08.

SUBORDINATION AGREEMENT

Beneficiary agrees that upon request of the Trustor to execute an appropriate agreement subordinating the priority of the lien of this Deed of Trust to be executed by Trustor encumbering the property hereby encumbered, for the purpose of securing the repayment of funds to be used for building construction purposes only, provided, however, that such construction loan shall not exceed the sum of \$350,000.00.

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 \$ 49,193.37 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 November 26, 1980 personally appeared before me, a Notary Public,

James L. Foxx and Martha Kay Dorn

[Signature]
JAMES L. FOXX
[Signature]
MARTHA KAY DORN

who acknowledged that he executed the above instrument.

Signature *[Signature]*
Notary Public



MARILYN L. BIGHAM
Notary Public - State of Nevada
Douglas County
My Appointment Expires Nov. 6, 1983

ORDER NO. }
ESCROW NO. } 4791

WHEN RECORDED MAIL TO:

Mr. and Mrs. Vito J. La Torre
254 Monterey Dunes Way
Castroville, California 95012

FOR RECORDER'S USE

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
[Signature]
1980 DEC 12 AM 11:40

MARIE A. RABEL
RECORDER

[Signature]
BOOK 1280 PAGE 939