

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

4798

THIS DEED OF TRUST, made this 16th day of January, 1981, between

JOHN DEAN, an unmarried man, herein called TRUSTOR, whose address is P.O. Box 9368, South Lake Tahoe, CA 95731 (number and address) (city) (state) (zip) and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and KENNETH H. KIESWETTER and LA VONNE M. KIESWETTER, husband and wife, as joint tenants, 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 36, in Block B as shown on the Official Map of First Addition to Kingsbury Heights Subdivision, filed in the office of the County Recorder of Douglas County, Nevada, on August 26, 1964, in Book 1 of Maps, as Document No. 25944.

Assessor's Parcel No. 07-224-02.

For Acceleration Clause, see Exhibit "A" attached hereto and made a part hereof. *For Subordination Agreement, see Exhibit "B" attached hereto and made a part hereof.

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 \$ 25,000.00 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, 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:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective deed details.

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.

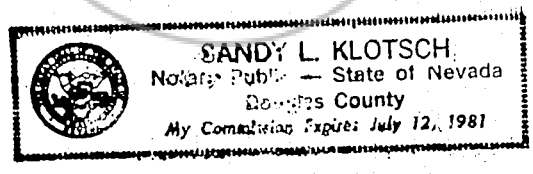
STATE OF NEVADA } COUNTY OF Douglas } ss. On January 17, 1981 personally appeared before me, a Notary Public,

X John Dean John Dean

John Dean

who acknowledged that he executed the above instrument.

Signature Sandy L. Klotzch (Notary Public)



ORDER NO. } ESCROW NO. } 4798

WHEN RECORDED MAIL TO:

Mr. & Mrs. Kenneth H. Kieswetter P.O. Box 5624 Stateline, NV 89449

FOR RECORDER'S USE 52681 BOOK 181 PAGE 1025

EXHIBIT "A"
ACCELERATION CLAUSE

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 in full.

COPY

EXHIBIT "B"
SUBORDINATION AGREEMENT

Beneficiaries agree that upon request of Trustor, to execute an appropriate agreement subordinating the priority of the lien of this Deed of Trust to the lien of the 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 \$200,000.00. x Beneficiaries reserve the right to approve of the lender, the terms of repayment, rate of interest to be paid, and all terms and conditions of the promissory note, deed of trust, and other documents and agreements evidencing such loan. Beneficiaries hereby agree not to unreasonably withhold approval of said lender or of the subordination. In addition, Trustor agrees to make a principal payment reduction of \$10,000.00 together with accrued interest, at time of subordination by Beneficiaries. x

x x John Dean
John Dean, Trustor

x Kenneth H. Kieswetter
Kenneth H. Kieswetter, Beneficiary,
by Clare Golnick, his attorney in fact

x LaVonne M. Kieswetter
LaVonne M. Kieswetter, Beneficiary,
by Clare Golnick, her attorney in fact

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
85.00 pd
1981 JAN 19 AM 11:55

MARIE A. RABEL
RECORDER

John Dean
dep.

52681

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