

Order No. \_\_\_\_\_

Escrow No. 32638-CS

When Recorded Mail To:

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of February, 1981, by and between PHILIP V. CARTER and AGNETE S. CARTER, husband and wife, TRUSTOR, whose address is P. O. Box 1344, Minden, Nv 89423

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation (City) (State) TRUSTEE, and THOMAS E. NEVIS, a married man as to an undivided one-half interest and SAMUEL A. NEVIS, a married man as to an undivided one-half interest as Tenants in Common, 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 follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION AND BY THIS REFERENCE MADE A PART HEREOF

In addition to the terms and conditions contained herein Beneficiaries agree so long as the promissory note secured hereby is current and Trustors are not in any default hereunder, that should Trustors divide the property subject hereof into two or more legal parcels, Beneficiaries shall cease to be recorded upon demand, a full reconveyance of the herein trust deed provided Trustors deposit substituted promissory notes and first deeds of trust for each of the parcels so created. The amounts of the substituted promissory notes secured by first trust deeds shall be in sums equal to the then remaining principal balance of the original promissory note secured by first deed of trust prorated equally over the total number of newly created parcels bearing interest at the same rate and payable under the same terms. Beneficiaries join in the execution hereof to manifest their agreement to the terms and conditions as set forth.

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 \$ 94,796.59 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 on the reverse hereof; (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:

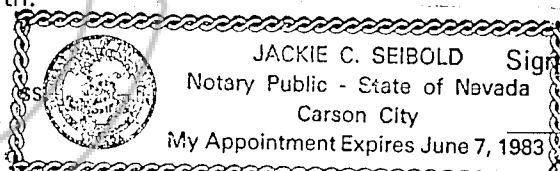
COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA

~~County of~~ Carson City



JACKIE C. SEIBOLD  
Notary Public - State of Nevada  
Carson City

Signature of Trustor  
Philip V. Carter

On March 4, 1981

personally appeared before me, a Notary Public,

Agnete S. Carter

Philip V. Carter and Agnete S. Carter

Beneficiary:

Thomas E. Nevis

who acknowledged that he executed the above instrument.

Samuel A. Nevis by Thomas E. Nevis, His Attorney In Fact

Jackie C. Seibold Notary Public  
MANOUKIAN, SCARPELLO & ALLING, LTD.  
ATTORNEYS AT LAW

CARSON CITY OFFICE  
303 EAST PROCTOR STREET  
CARSON CITY, NEVADA 89701  
PHONE (702) 882-4577

LAKE TAHOE OFFICE  
ROUND HILL PROFESSIONAL BLDG.  
P.O. BOX 55  
ZEPHYR COVE, NEVADA 89448  
PHONE (702) 588-6676

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OF NEVADA,

} ss.

~~Carson City~~.....

On February 21, 1981..... personally appeared before me,  
DATE

a Notary Public (or judge or other officer, as the case may be), .....

Thomas E. Nevis.....

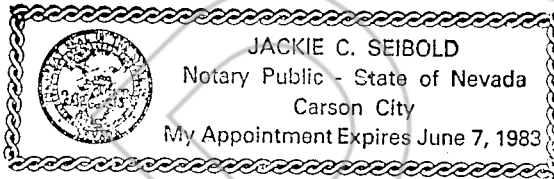
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto hand and affixed my official stamp at my office

~~Carson City~~..... and year in this certificate first above written.

*Jackie C. Seibold*

Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

STATE OF NEVADA,

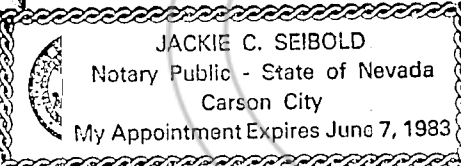
} ss.

~~Carson City~~.....

this 21st day of February in the year one thousand nine hundred and 81  
per appeared before me, Jackie C. Seibold....., a Notary Public in and

for said Carson City..... County,  
Thomas E. Nevis.....

known to me to be the person... whose name... is... subscribed to the within instrument, as the attorney... in fact of Samuel A. Nevis.....



and... he, the said Thomas E. Nevis.....  
acknowledged to me that... he signed the name... of the said Samuel A. Nevis.....

name as attorney in fact, and that as such attorney in fact... he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Carson City..... the day and year last above written.

CLTIONERS (Acknowledgment—Attorney in Fact) Notary Public in and for ~~Carson City~~....., State of Nevada.

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EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A Parcel of land situated in and being a portion of the East 1/2 of the Northwest 1/4 of Section 26, in Township 13 North, Range 20 East, M.D.B. & M., described as follows to-wit:

Commencing at the section corner common to Sections 22, 23, 26, & 27, in Township 13 North, Range 20 East, M.D.B. & M., thence North 89°52'39" East, a distance of 2,655.00 feet to the True Point Of Beginning; thence South 00°02'10" East, a distance of 2,659.98 feet to a point; thence South 89°55'17" West, a distance of 1,329.84 feet to a point; thence North 00°00'52" East, a distance of 1,328.94 feet to a point; thence Easterly along a line having a bearing of North 89°52'34" East to the East Bank of the Alleman Canal (Flume); thence Northerly along the East bank of the Alleman Canal diversion ditch traversing said lands as established and existing in 1978, to a point which bears South 89°52'39" West, a distance of 1,006.17 feet from the True Point Of Beginning; thence North 89°52'39" East, a distance of 1,006.17 feet to the Point Of Beginning.

EXCEPT that portion of W 1/2 conveyed to SIERRA PACIFIC POWER COMPANY by Deed recorded March 14, 1962, in Book 10, Page 790, as File No. 19713, described as follows:

A portion of the S 1/2 of the NW 1/4 of Section 26, Township 13 North, Range 20 East, M.D.B. & M, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin in the S 1/2 of the NW 1/4 of said Section 26, Township 13 North, Range 20 East, M.D.B. & M, from which point the Southeast Section corner to Section 26, Township 13 North, Range 20 East, M.D.B. & M., bears South 23°52' East, 9202.10 feet, more or less, and running thence North 89°33'31" West, 660.92 feet to a point marked by an iron pin; thence North 0°26'29" East, 659.86 feet to a point marked by an iron pin; thence South 89°33'31" East, 660.92 feet to a point marked by an iron pin; thence South 0°26'29" West, 659.86 feet to the POINT OF BEGINNING.

RESERVING THEREFROM a non-exclusive easement for roadway and public utilities over and across the East 50 feet and South 30 feet of said land.

Said Land more fully shown as Parcel No. 16 as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917, of Official Records.

TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980 as Document No. 51917.

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REQUESTED BY  
LAWYERS TITLE INS. CORP  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 5.00 pd.  
1981 MAR -6 AM 9:26

MARIE A. RABEL  
RECORDER

*Carol L. Hart*  
Dep.

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