

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13th day of May, 1981, between KENNETH R. DENNIS and JUDI K. DENNIS, husband and wife, herein called TRUSTOR,

whose address is 3512 E. Pasadena, Phoenix, AZ 85018 and (number and address) (city) (state) (zip)

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and LESTER H. BERKSON and PHYLIS BERKSON, husband and wife, as Joint Tenants with right of survivorship, as to an undivided 1/2 interest, and RUTH BERKSON, herein called BENEFICIARY, a widow, as to an undivided 1/2 interest

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as:

All of Lot 9, 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

Assessment Parcel No. 05-360-09

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 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 same, immediately due and payable in full.

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 \$ 20,000.00 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 corresponding deed records.

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 Arizona } COUNTY OF MATICIPA } SS.

On May 18, 1981 personally appeared before me, a Notary Public,

Handwritten signature of Kenneth R. Dennis and printed name Kenneth R. Dennis.

Handwritten signature of Kenneth R. Dennis.

Handwritten signature of Judi K. Dennis.

Handwritten signature of Judi K. Dennis and printed name Judi K. Dennis.

who acknowledged that I he y executed the above instrument.

SEAL Signature Joan O Reimers (Notary Public)

Comm. expires 1/15/1984

FOR RECORDER'S USE

ORDER NO. } ESCROW NO. } 5154

WHEN RECORDED MAIL TO:

Mr. & Mrs. Lester Berkson & Ms. Ruth Berkson P. O. Box 349 Zephyr Cove, Nevada 89448

REQUESTED BY DOUGLAS COUNTY TITLE IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA \$3.00 Pd. 1981 JUN -1 PM 12:01

MARIE A. RADEL RECORDER

Handwritten signature of Marie A. Radel and printed name Marie A. Radel, Recorder. 56778 Dep. LIBER 681 PAGE 123