

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

5226  
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THIS DEED OF TRUST, made this 20th day of May, 1981, between VICTOR D. BALDI and BETTY M. BALDI, husband and wife, herein called TRUSTOR, whose address is 5394 Elaine Court, Castro Valley, California 94546 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and DOUGLAS W. HORTON and KAY M. HORTON, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

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 \$ 35,949.13 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 June 1, 1981 personally  
appeared before me, a Notary Public,

*Victor D. Baldi*  
Victor D. Baldi  
*Betty M. Baldi*  
Betty M. Baldi

Victor D. Baldi and Betty M. Baldi

who acknowledged that the executed the above instrument.

Signature *Marilyn L. Bigham*  
(Notary Public)

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



ORDER NO. }  
ESCROW NO. } 5226

WHEN RECORDED MAIL TO:

Mr. and Mrs. Douglas Horton  
P.O. Box 7321  
Newport, CA 92660

FOR RECORDER'S USE

56785

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EXHIBIT "A"  
LEGAL DESCRIPTION

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

PARCEL NO. 1

Unit No. 45, as shown on the official plat of PINEWILD, A CONDOMINIUM", filed for record in the office of the County Recorder, Douglas County, Nevada, on June 26, 1973, as Document No. 67150.

Assessment parcel No. 05-211-45

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said unit designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided 14.6% interest as tenant in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1 above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of PINEWILD, A CONDOMINIUM Project, recorded March 11, 1974, in Book 374 of Official Records, at Page 193, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1 above, and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas defined and set forth in the Declaration of Covenants, Conditions and Restrictions of PINEWILD, more particularly described in the description of Parcel No. 3 above.

5/11/81  
LJ

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Douglas 5226

REQUESTED BY  
**DOUGLAS COUNTY TITLE**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*\$ 4.00 Pd.*  
1981 JUN -1 PM 12:13

MARIE A. RABEL  
RECORDER

*Laura Kenney*  
Dep.

**56785**

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