

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of May, 1981, between

JOSEPH P. FINNEGAN AND JUDITH A. FINNEGAN, husband and wife, herein called TRUSTOR, whose address is 1218 Manhattan Way, Gardnerville, NV. 89410 and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and

WILFRED A. JANSSEN AND LINDA JANSSEN, husband and wife, herein called BENEFICIARY, as Joint Tenants, with right of survivorship

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 THEREOF FOR LEGAL DESCRIPTION

"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 right, at its option, to declare any indebtedness of obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable."

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 \$ 30,000.00 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:

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,

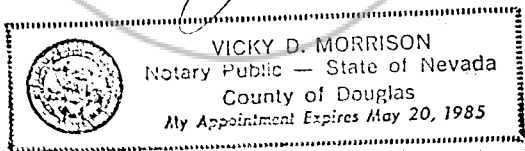
Joseph P. Finnegan and

*[Signature]*  
JOSEPH P. FINNEGAN  
*[Signature]*  
JUDITH A. FINNEGAN

Judith A. Finnegan

who acknowledged that they executed the above instrument.

Signature *[Signature]*  
(Notary Public)



ORDER NO. }  
ESCROW NO. } 102105V

WHEN RECORDED MAIL TO:

Mr. & Mrs. Wilfred A. Janssen  
c/o Sierra Savings and Loan Assoc.  
P.O. Box 1390  
Minden, NV 89423

FOR RECORDER'S USE

## LEGAL DESCRIPTION

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

## PARCEL ONE

A Lot or parcel of land located in the SE 1/4 of the NE 1/4 of Section 11, T. 12 N., R. 20 E., M.D.B. & M., in Douglas County, Nevada, described as follows:

Beginning at the Southeast corner of the parcel which is located North 0°08'00" East, 395.00 feet and North 89°51'30" West, 40.00 feet from the East one-quarter of said Section 11 thence North 0°08'00" East 290.00 feet; thence North 89°51'30" West 300.00 feet; thence South 0°08'00" West, 290.00 feet; thence South 89°51'30" East, 300.00 feet to the Point of Beginning.

## PARCEL TWO

An Easement for ingress and egress over the following described parcels of said land, to wit:

## PARCEL NO. A

A Portion of the SE 1/4 of the NE 1/4 of Section 11, T. 12 N., R. 20 E., M.D.B. & M., described as follows:

An easement 40 feet wide lying contingent to and Westerly of the following described line; Beginning at the 1/4 corner common to Sections 11 and 12, T. 12 N., R 20 E., M.D.B. & M; thence North 0°08'00" East 1322.95 feet along the section line common to Sections 11 and 12 to the Point of ending.

## PARCEL NO. B

A portion of the SE 1/3 of the NE 1/4 of Section 11, T 12. N., R 20 E. M.D.B. & M., described as follows:

An easement 50 feet widelying 25 feet on either side of the following described line: Beginning at the point on the East line of said section which bears N 0°08'00" East 370.00 feet from the 1/4 corner common to Sections 11 and 12, T. 12 N., R 20 E., M.D.B. & M; thence North 89°51'30" West 1323.73 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 11, the Point of Ending.

## PARCEL NO. C

A portion of the SE 1/4 of the NE 1/4 of Section 11, T. 12 N. R. 20 E., M.D.B. & M., described as follows:

An easement 50 feet wide lying 25 feet on either side of the following described line: Commencing at the 1/4 corner common to Sections 11 and 12, T. 12 N., R. 20 E., M.D.B. & M.; thence North 0°08'00" East 370.00 feet; thence North 89°51'30" West 638.73 feet to the True Point of Beginning; thence North 0°29'04" East 675.30 feet to the center of a cul-de-sac having a radius of 50 foot.

Assessment Parcel No. 23-211-11

"The lien of this deed of trust is inferior and subordinate to the lien of that certain deed of trust executed by JOSEPH P. FINNEGAN and JUDITH A. FINNEGAN, husband and wife for the benefit of HOME SAVINGS AND LOAN ASSOCIATION dated May 26, 1981, securing a promissory note of even date in the amount of \$78,000.00, which is recorded concurrently herewith."

REQUESTED BY  
DOUGLAS COUNTY TITLE  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$4.00 Pd.  
1981 JUN -1 PM 12:19

MARIE A. RABEL  
RECORDER

*Laura Kenney* 56788  
Dep  
LIBER 681 PAGE 142