

WHEN RECORDED MAIL TO:  
FIRST FEDERAL SAVINGS & LOAN  
CARSON CITY OFFICE  
COLLECTION DEPT.

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS made this 29th day of May, 1981, between BILLY FRANK BOLT and BETTY ARLEEN BOLT, husband and wife, herein called TRUSTOR, whose address is 7267 Viewcrest Drive, San Diego, California 92114, TITLE INSURANCE AND TRUST COMPANY, a California corporation, herein called TRUSTEE, and EDWARD R. WINTER and MICKI B. WINTER, husband and wife as joint tenants with right of survivorship, herein called BENEFICIARY, whose address is 6285 S.W. 172nd Ave., Aloha, Oregon 97007.

W I T N E S S E T H :

THAT TRUSTOR irrevocably grants, bargains, sells, and transfers to TRUSTEE in trust, with power of sale, that real property situate in the County of Douglas, State of Nevada, and more particularly described as follows:

Being a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 13 North, Range 20 East and being more particularly described as follows:

Being all of Parcel 1, as shown on the Parcel Map entitled "Parcel Map No. 4 for Don Rooker" filed in the office of the County Recorder of Douglas County, Nevada, on April 21, 1978, in Book 478 of Parcel Maps at Page 1256, as File No. 19854.

Together with a right of way over Hyde Street and Lena Streets as shown on the Parcel Map referred to above.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues, and profits of said real property;

TO SECURE TO BENEFICIARY the payment of TRUSTOR'S indebtedness to BENEFICIARY, evidenced by TRUSTOR'S Promissory Note even date herewith, in the principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), with interest thereon, executed by TRUSTOR in favor of BENEFICIARY or order.

DS-15343-bjg/M-141452

CROWELL, CROWELL & CROWELL, LTD.  
A PROFESSIONAL LAW CORPORATION  
POST OFFICE BOX 1000  
CARSON CITY, NEVADA  
89701

56955  
LIBER 681 PAGE 568

BY THE EXECUTION AND DELIVERY of this Deed of Trust and Assignment of Rents and the Promissory Note secured hereby, the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein Covenant Nos. 1, 3, 5, 6, 8, and 9 as set forth in NRS 107.030, together further with Covenant No. 4 at NINE PERCENT (9%), together with Covenant No. 7 at TEN PERCENT (10%), all as is more fully found in NRS 107.030.

TRUSTOR further promises to properly care for and keep the property herein described in first class condition, order, and repair; to care for, protect, and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due all claims for labor performed and for materials furnished therefore; to underpin and support, when necessary any building or other improvement situate thereon, and otherwise to protect and preserve the same; to comply with all laws, ordinances, and regulations with reference to any alterations or improvements made thereon; not to commit or permit any waste or deterioration of said buildings and improvements of said premises; to keep insured all buildings and improvements on said property against loss or damage by fire and such other casualties as may be designated by the BENEFICIARY, in an amount not less than the sum due the BENEFICIARY, or for their insurable value, whichever is lower; in some insurance company or companies to be approved by the BENEFICIARY, the policies of which insurance shall be payable, in case of loss, to the BENEFICIARY, and shall be delivered to and held by it as further security, which said delivery shall constitute an assignment by TRUSTOR to BENEFICIARY of all rights under the policy, including any return premium; and to pay, when due, all taxes, assessments, and levies affecting said property and any costs or penalties thereon;

If the TRUSTOR shall sell, convey, or alienate the premises, or any

part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner, whether voluntarily or involuntarily, without the prior written consent of BENEFICIARY, or if default is made in the payment of any principal or interest payable under the secured note or in the performance of the covenants or agreements hereof, or any of them, BENEFICIARY shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the note evidencing the same, immediately due and payable.

At any time within twenty-four (24) months of the date of execution of this Deed of Trust, BENEFICIARY and TRUSTOR agree that the lien created by this Deed of Trust and Assignment of Rents securing the then current outstanding principal balance owed by TRUSTOR to BENEFICIARY may be subordinated to a lien on the subject property securing an obligation to a recognized financial institution provided that the proceeds of such obligation are used only for the purpose of financing improvements on the property which is the subject of the instant Deed of Trust. Such subordination shall be exercised only one (1) time and may include a reasonable loan fee incurred in financing such improvements.

As used in this Deed of Trust and Assignment of Rents, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the TRUSTOR has executed this Deed of Trust and Assignment of Rents the day and year first hereinabove written.

  
BILLY FRANK BOLT, Trustor

  
BETTY ARLEEN BOLT, Trustor

  
EDWARD R. WINTER, Beneficiary

  
MICKI B. WINTER, Beneficiary

STATE OF Washington )  
COUNTY OF Witasp ) SS.

On this 29<sup>th</sup> day of May, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared BILLY FRANK BOLT and BETTY ARLEEN BOLT, known to me to be the persons described in and who executed the foregoing instrument and they acknowledged to me that they executed the same 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 the day and year hereinabove written.

Patt Hanson  
NOTARY PUBLIC  
(SEAL)

SEAL

STATE OF Oregon )  
COUNTY OF Washington ) SS.

On this 3 day of June, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared EDWARD R. WINTER and MICKI B. WINTER, known to me to be the persons described in and who executed the foregoing instrument and they acknowledged to me that they executed the same 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 the day and year hereinabove written.

[Signature]  
NOTARY PUBLIC  
(SEAL)

SEAL

REQUESTED BY  
**TITLE INSURANCE & TRUST CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

1981 JUN -5 AM 10:38

6.00 fee  
MARIE A. RADEL  
RECORDER

Carol East 56955

Dep.

CROWELL, CROWELL & CROWELL, LTD.  
A PROFESSIONAL LAW CORPORATION  
Post Office Box 1000  
CARSON CITY, NEVADA  
89701