

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Escrow No. DO. 5919..SH.)

This Deed of Trust, Made this 31st day of July, 1981.
Between THOMAS D. GARDNER, III AND SHEILA M. GARDNER, Husband and Wife, as Joint Tenants
 herein called GRANTOR or TRUSTOR,
 whose address is 2610 Fuller, Minden, Nevada
 (Number and Street) (City) (Zone) (State)

CHARTER TITLE, INC. a Nevada corporation, herein called TRUSTEE, and
KENNETH E. ARNOLD AND DEBRA J. ARNOLD, husband and wife, and EUGENE M. SCRIVNER AND
BARBARA J. SCRIVNER, husband and wife, herein called BENEFICIARY.

Witnesseth: That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE,
 that real property in the County of Douglas & Washoe, State of Nevada, described as:

See Attached Exhibit "A", Which By Reference Hereto Becomes A Part Hereof.

THIS DEED OF TRUST CONTAINS A DUE ON SALE CLAUSE AS SET FORTH IN EXHIBIT "B" ATTACHED HERETO WHICH BECOMES A PART HEREOF BY THIS REFERENCE.

FURTHER SECURITY TO THE NOTE IS THE FOLLOWING PROPERTY: Situate in the County of Washoe, State of Nevada, and further described as follows: Lot 59, of HUFFAKER HILLS #1, according to the map thereof filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1970.

Together with all appurtenances thereunto belonging or in any wise 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, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the principal sum of *EIGHT THOUSAND TWO HUNDRED FORTY SEVEN DOLLARS AND 46/100* Dollars (\$8,247.46), payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the 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 the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by *, **, or ***, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churchill	122828	19	343	Lyon	03174		
** Clark	036925	047	6-1	Mineral	06434	22	552
* Douglas	48420	76	560	Nye	18537	133	35
Elko	50546	125	685	Pershing	76277	Roll 28	227
* Esmeralda	43382	3-3 of Deeds	54	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142565	48	1-1	White Pine	156259	326	274
* Lander	65150	98	559	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	35	(formerly Ormsby)			

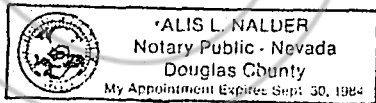
* June 12, 1970; ** June 15, 1970; *** July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof. The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$ equitable, and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be 10 %.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREIN BEFORE SET FORTH.

Signature of Trustor
Thomas D. Gardner, III
 THOMAS D. GARDNER, III
Sheila M. Gardner
 SHEILA M. GARDNER

STATE OF NEVADA } On 24 July, 1981, before me, the undersigned, a Notary Public in and for said
 COUNTY OF DOUGLAS } SS. County and State, personally appeared THOMAS D. GARDNER, III AND SHEILA M. GARDNER
M. GARDNER known to me to be the
 person S whose name S subscribed to the within
 instrument, and acknowledged to me that he y executed the same.



Notary's Signature Alis L. Nalder

RECORDING REQUESTED BY

SPACE BELOW THIS LINE FOR RECORDER'S USE

CHARTER TITLE

AND WHEN RECORDED MAIL TO

Name CHARTER COLLECTIONS
 Street Address 401 East John Street
Carson City, Nevada 89701
 City State Zip

58796
 LIBER 781 PAGE 2058

PLEASE SIGN AND RETURN

EXHIBIT "A"

A portion of Lots 7 and 8 as shown on the map of Artemisia Subdivision filed in the office of the County Recorder of Douglas County, State of Nevada, on August 10, 1959, as File No. 14758, and of the SW 1/4 of Section 34, Township 14 North, Range 20 East, M.D.B. & M., according to the official map, described as follows:

Beginning at the Southwest corner of the parcel which lies on the North right of way line of Johnson Lane, 40 feet from the centerline thereof from which the 1/4 corner on the South boundary of said section bears South 80° 05' 18" East, 231.63 feet; thence North 0° 03' East, 517.25 feet; thence North 89° 58' East 198.20 feet; South 0° 03' West, 497.25 feet; thence on a curve to the right with a radius of 20 feet through an angle of 90° 05' for a length of 31.45 feet; thence South 89° 58' West, 178.17 feet to the point of beginning.

COPY

EXHIBIT "B"

In the event that Trustors shall sell, transfer, or convey, or contract to sell, transfer, or convey, any of the real property encumbered by this deed of trust, or any portion thereof, or any interest therein; at the option of the Beneficiary, the obligation secured by this Deed of Trust shall forthwith become due and payable, although the time of maturity as expressed therein shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

✓ Thomas D. Gardner, III
THOMAS D. GARDNER, III

✓ Sheila M. Gardner
SHEILA M. GARDNER

COPY

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$5.00 fee
1981 JUL 31 PM 1:08

MARIE A. RABEL
RECORDER
Sharon Slater 58796
dep. LIBER 781 PAGE 2060