

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

3 5683

THIS DEED OF TRUST, made this 30th day of December, 1981, between DOUGLAS A. HELLMAN, a married man, as his sole & separate property, herein called TRUSTOR, whose address is (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and COMSTOCK BANK, a Nevada corporation, 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 by reference.

IF TRUSTOR SHALL SELL, CONVEY OR ALIENATE THE PREMISES, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS 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.

Subject to a deed of trust in favor of First National Bank of Nevada recorded May 2, 1977, in Book 577, Page 006, Official Records of Douglas County, Nevada, securing a promissory note in the original amount of \$100,000.00 and an amended deed of trust securing an additional \$30,000.00 recorded August 10, 1977, in Book 877, Page 610, Official Records of Douglas County, Nevada. Trustor shall insure this real estate with a fire insurance extended coverage policy in the amount of \$250,000.00.

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 \$ 25,000.00 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 record information.

shall insure 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.

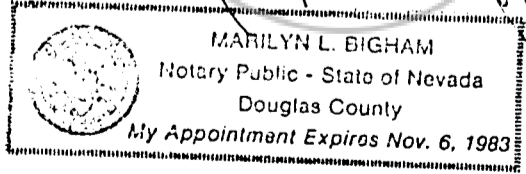
STATE OF NEVADA } COUNTY OF NEVADA } SS. On December 29, 1981 personally appeared before me, a Notary Public,

Handwritten signature of Douglas A. Hellman over the printed name DOUGLAS A. HELLMAN.

DOUGLAS A. HELLMAN

who acknowledged that he executed the above instrument.

Signature of Marilyn L. Bigham (Notary Public)



ORDER NO. } ESCROW NO. } 5683

WHEN RECORDED MAIL TO:

Comstock Bank 901 N. Stewart St. Carson City, NV 89701

FOR RECORDER'S USE LIBER 63579 1281 PAGE 1420

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:

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B. & M., more particularly described as follows:

A Portion of Lot 2 of PALADY TRACT NO. 1, more particularly described as follows:

Beginning at a point on the section line between Section 23 and 26, Township 13 North, Range 18 East, M.D.B. & M., from which the 1/4 corner between Sections 23 and 26 bears South 89°46' East, a distance of 163.80 feet to a point; thence South 0°08' West, a distance of 265.93 feet more or less to a point; being the Southeast corner of the herein described property; thence North 89°46' West, a distance of 163.80 feet to a point; thence North 0°08' East, a distance of 265.93 feet more or less to a point; thence South 89°46' East, a distance of 163.80 feet to the Point of Beginning.

Except that portion as granted to the County of Douglas for highway purposes in Grant of Right of Way recorded September 25, 1956, in Book C-1 of Deeds, page 202, Douglas County, Nevada, Records.

Also Except that portion which lies North of said highway commonly called Kingsbury Road.

Reference is made to that certain Parcel Map for Ovlan Fritz recorded Marcy 15, 1978, in Book 378 of Official Records at page 929, Douglas County, Nevada, upon which the above described parcel is shown as Parcel No. 8.

Assessment Parcel No. 7-180-45

REQUESTED BY
DOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$5.00 yod.
1981 DEC 30 AM 11:36

SUZANNE BEAUDREAU
RECORDER

Suzanne Beaudreau
Dep.

63579

LIBER 1281 PAGE 1421