

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 28th day of October, 1982, between DANIEL L. SPURGEON and SHARON L. SPURGEON, husband and wife, herein called TRUSTOR, whose address is P. O. Box 6478, Stateline, Nevada 89449 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and MERVYN J. KJER and DORIS L. KJER, 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:

AP#07-215-07-2 - See Exhibit "A" attached hereto and made a part hereof.

ACCELERATION CLAUSE

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.

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 \$ 56,500.00 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 respective records.

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.

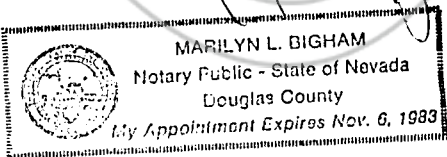
STATE OF NEVADA DOUGLAS } ss. On November 3, 1982 personally appeared before me, a Notary Public,

Handwritten signatures of Daniel L. Spurgeon and Sharon L. Spurgeon with printed names below.

Daniel L. Spurgeon and Sharon L. Spurgeon

who acknowledged that he y executed the above instrument.

Signature of Marilyn L. Digham (Notary Public)



ORDER NO. } 6225 ESCROW NO. }

WHEN RECORDED MAIL TO:

Mr. and Mrs. Mervyn J. Kjer P. O. Box 2100 Stateline, Nevada 89449

FOR RECORDER'S USE LIBER 72867 PAGE 201

LEGAL DESCRIPTION

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

Lot 7, Block F, as shown on the Official Map of KINGSBURY MEADOWS SUBDIVISION, recorded in the Office of the County Recorder on July 5, 1955, in Book 1 of Maps as Document No. 10542.

Assessment Parcel No. 07-215-07-2

Together with an easement for ingress, egress and utility purposes 10 feet in width over, across and under that certain existing roadway on lot 6, Block F map above referred to.

Subject to access and parking easements over portions of Lot 7, in Block F map referred to more particularly described as follows:

Beginning at a point on the South line of said Lot 7 which bears South $89^{\circ}48'36''$ West 68.0 feet from the Southeast corner of said Lot 7; thence from said point along said South line South $89^{\circ}48'36''$ West 23.0 feet; thence along an existing paved roadway North $31^{\circ}01'42''$ East 77.18 feet to a point on the North line of said Lot 7; thence along said North line North $89^{\circ}48'36''$ East 16.0 feet; thence along an existing paved roadway South $26^{\circ}22'30''$ West 73.79 feet to the Point of Beginning.

Also beginning at a point on the North line of said Lot 7 which bears North $89^{\circ}48'36''$ East 25.0 feet from the Northwest corner of said Lot 7; thence along said North line North $89^{\circ}48'36''$ East 56.0 feet; thence South 40° West 13.0 feet; thence South 57° West 45.0 feet; thence North $40^{\circ}27'48''$ West 11.07 feet; thence North $06^{\circ}00'$ West 26.0 feet to the True Point of Beginning.

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
5.000d.
1982 NOV -4 PM 12: 09

SUZANNE BEAUDREAU
RECORDER

Betty Nelson
Dep.

72867

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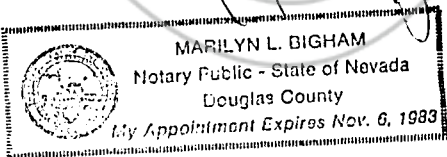
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