

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

6289

THIS DEED OF TRUST, made this 25th day of January, 1983, between WILLIAM E. CROWDER and ROSEMARY CROWDER, husband & wife, herein called TRUSTOR, whose address is 222 North Mountain Avenue, Suite 108, Upland California 91786 and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and JAMES E. BATEMAN and CHERYL J. BATEMAN, husband and wife, AS COMMUNITY PROPERTY, 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#03-030-08-7 - 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 \$ 300,000.00 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 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their corresponding deed 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~~ California } COUNTY OF San Bernardino } ss.

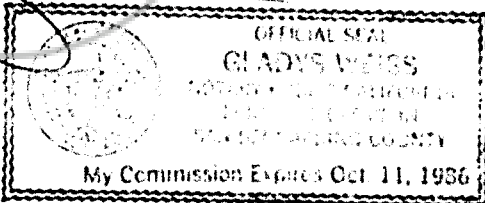
On Jan. 26, 1983 personally appeared before me, a Notary Public,

William E. Crowder and Rosemary Crowder

Handwritten signatures of William E. Crowder and Rosemary Crowder over printed names.

who acknowledged that they executed the above instrument.

Signature (Notary Public)



ORDER NO. } ESCROW NO. } 6289

WHEN RECORDED MAIL TO:

Mr. and Mrs. James E. Bateman, P. O. Box 2281, Stateline, Nevada 89449

FOR RECORDER'S USE. Includes recording information: 076281 LIBER 283 PAGE 1523

LEGAL DESCRIPTION

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

A Parcel of land, consisting of the Southerly portion of Lot 1, Logan Creek Estates, as filed in the Douglas County Courthouse on August 19, 1959, as File No. 14816, located in Douglas County, Nevada, being a portion of Lot 1, Section 22, Township 14 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Commencing at the point where the Lake Tahoe Meander Line intersects the North line of Lot 1, of Logan Creek Estates, said point being further described as an iron axle set in the ground, proceed thence South $0^{\circ}06'50''$ West 100.00 feet, to the True Point of Beginning; proceed thence North $89^{\circ}24'$ West 65.82 feet, to the Northwest corner of the parcel; thence South $6^{\circ}49'28''$ East, 26.43 feet, to the Southwest corner of the parcel; thence South $87^{\circ}26'10''$ East 62.68 feet, to a point on the Lake Tahoe Meander Line; thence South $87^{\circ}26'10''$ East, 101.36 feet, to a point on the westerly right-of-way line of Nevada State Highway U. S. 50 which is the Southeast corner of the parcel; thence North $33^{\circ}15'40''$ East 37.81 feet, along said westerly right-of-way line, to the Northeast corner of the parcel; thence North $89^{\circ}24'$ West 121.94 feet, to the True Point of Beginning, containing 0.12 acres, more or less.

Assessment Parcel No. 03-030-08-7

REQUESTED BY
DOUGLAS COUNTY TITLE
 IN OFFICIAL RECORDS OF
 DOUGLAS CO. NEVADA
10.5.10 pt.
 1983 FEB 17 PM 12:50

SUZANNE BEAUDREAU
 RECORDER

Carol J. Uraet 076281
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