

When recorded mail to:  
J. Stephen Lemons & Associates  
P.O. Box 8004  
Reno, Nevada 89507

ORDER: 102790

SECOND DEED OF TRUST  
AND  
ASSIGNMENT OF RENTS

THIS DEED OF TRUST made this 14TH day of  
MARCH, 1983, by and between  
CATHERINE LEIGH PALMER ALSO KNOWN AS CATHY PALMER, AN UNMARRIED WOMAN,  
COMSTOCK TITLE COMPANY, as Trustees,  
and NEBACO, A NEVADA PARTNERSHIP, as  
Beneficiary.

W I T N E S S E T H:

That the Trustors hereby grant, convey and confirm unto  
the said Trustee, in trust with power of sale, the following  
described real property situate in the County of DOUGLAS,  
State of NEVADA, more particularly described as  
follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular the tenements, heredita-  
ments, and appurtenances thereunto belonging, or in anywise  
appertaining, and the reversion and reversions, remainders,  
rents, issues and profits thereof, and also all the estate right,  
title and interest, homestead or other claim or demand as well in  
law as in equity which the Trustors have now or may hereafter  
acquire in and to the said premises, or any part thereof, with  
the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and  
its successors for the benefit and use of the Beneficiary upon  
the trust hereinafter expressed, namely: as security for the  
payment of the sum of EIGHTY-FIVE THOUSAND DOLLARS & NO/100's  
DOLLARS (\$ 85,000.00 ) lawful money of the United States,  
with the interest thereon in like lawful money, and with expenses  
and counsel fees according to the terms of a promissory note of  
even date herewith in the amount of EIGHTY-FIVE THOUSAND DOLLARS  
AND NO/100's DOLLARS (\$ 85,000.00 ) deliver-  
ed by the Trustors to the Beneficiary.

AND THIS INDENTURE FURTHER WITNESSES:

FIRST: The following covenants, numbers 1, 2 (the full  
insurable value not less than \$ 139,000.00 ), 3, 4 (12% per  
annum), 5, 6, 7 (counsel fee 10%), 8 and 9, NRS 107.030, are  
hereby adopted and made a part of the Deed of Trust.

SECOND: The Trustors promise and agree to pay when due  
all general or special assessments, claim for labor performed and  
materials furnished for any construction, alteration or repair  
upon the above described premises; to comply with all laws

affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

THIRD: The Trustors promise 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 situated thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements of said premises. If the above described property is farm land, Trustors agree to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

FOURTH: Trustors agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: Should the Trustors default in the performance of any of the covenants herein, the Beneficiary at his election may declare the promissory note debt, payment of which is secured hereby, to be presently due and payable with interest as therein provided and notwithstanding any provisions thereof to the contrary.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted hereunder or permitted by law and all rights and remedies granted hereunder or permitted by all shall be concurrent and cumulative.

SEVENTH: All costs in connection with this trust shall be paid by the Trustors.

EIGHTH: In addition to the principal sum due on the promissory note heretofore mentioned, this Trust Deed shall be security for any and all money that may hereafter become due and payable from Trustors to Beneficiary from any cause whatsoever.

NINTH: In the event of a default in the performance of payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the Trustors addressed to ROUTE #2, BOX 107, GARNDERVILLE, NEVADA 89410 and such notice shall be binding upon the Trustors, Assignee(s) or Grantee(s) from the Trustors.

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustors.

ELEVENTH: This deed of trust is subordinate to a deed of trust dated SEPTEMBER 11, 1974, executed by THOMAS RICHARD PALMER & CATHERINE LEIGH PALMER, HUSBAND & WIFE as Trustor(s) to TITLE INSURANCE AND TRUST COMPANY, A CORPORATION as Trustee(s) and LOUIE J. RAIOLA & JOANNE O. RIAOLA, HUSBAND AND WIFE as Beneficiary which superior deed of trust is given to secure a promissory note made on the day above mentioned and recorded on SEPTEMBER 12, 1974 in Book 974 of Trust Deed Records at Page 214 as Document No. 75251.

077237



LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, and being a portion of the Northeast Quarter of the Northwest Quarter of Section 9, Township 11 North, Range 21 East, M.D.B. & M., more particularly described as follows:

Parcel A, and Parcel B, as set forth on that certain Parcel Map for CATHY PALMER, recorded September 14, 1978, in Book 978 of Official Records, at page 955, Douglas County, Nevada, as Document No. 25224, said map being a Division of parcel "B" as shown on that Record of Survey Map for STODDARD JACOBSEN, recorded May 7, 1965, in Official Records of Douglas County, State of Nevada, as Document No. 28057.

Assessment Parcel Nos. 35-210-10-3 (Parcel B)  
35-210-11-1 (Parcel A)

3-8-83  
JE

*COPIED*

DOUGLAS COUNTY TITLE

RECORDED  
\$ 7.00  
1983 MAR 15 PM 1:28

SUMNER

*Carl J. Ehart* 077237  
*Dep*

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