

WHEN RECORDED MAIL TO:  
FIRST FEDERAL SAVINGS AND LOAN  
P. O. Box 11070  
Reno, Nevada 89510  
Attn: Commercial Real Estate Loan Dept.

Escrow No. 17785-DS & 17786-DS

1 DEED OF TRUST

2 THIS DEED OF TRUST, executed on this 17th day of  
3 March, 1983, between JOHN <sup>R.</sup>JACKSON and JUDY <sup>C.</sup>JACKSON, as  
4 Trustors, FIRST FINANCIAL SERVICE CORPORATION, a Nevada corporation, as  
5 Trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA,  
6 as Beneficiary.

7 ARTICLE I

8 Purpose

9 Trustors irrevocably grant, transfer, and assign to Trustee,  
10 in trust with power of sale, the real property situated in the  
11 State of Nevada, described in Schedule A attached to this Deed  
12 of Trust, hereafter referred to as the "subject property", together  
13 with the rents, issues, and profits thereof, for the purpose of  
14 securing the following:

15 1. Payment of the indebtedness evidenced by the two (2)  
16 Promissory Notes of the same date as this Deed of Trust, the first  
17 Note in the principal sum of EIGHTY-FOUR THOUSAND TWO HUNDRED  
18 DOLLARS (\$84,200.00), lawful money of the United States, with  
19 interest thereon, according to the terms of said Promissory Note,  
20 payable to the Beneficiary of this Deed of Trust, and the second  
21 Note in the principal sum of TWENTY-EIGHT THOUSAND THREE HUNDRED  
22 DOLLARS (\$28,300.00), lawful money of the United States, with  
23 interest thereon, according to the terms of said Promissory Note,  
24 also payable to the Beneficiary of this Deed of Trust. These two  
25 (2) Promissory Notes are incorporated by reference as a part of  
26 this Deed of Trust.

27 2. Performance and discharge of each obligation, covenant,  
28 and agreement of Trustors contained in this Deed of Trust, and  
29 in any security agreement, assignment of lessor's interest in  
30 leases, or other instrument of security executed by Trustors as of  
31 the same date of this Deed of Trust or at any time subsequent  
32 to the date of this Deed of Trust for the purpose of further

1 securing any indebtedness secured by this Deed of Trust, or any  
2 further advancements or additional loans of any sums hereafter  
3 made by Beneficiary to Trustors during the continuance of this  
4 Deed of Trust and secured hereby, or for the purpose of supple-  
5 menting or amending this Deed of Trust, or any instrument  
6 secured hereby.

7 ARTICLE II

8 Covenants of Trustor

9 1. Trustors covenant and agree to pay when due all  
10 claims for labor performed and materials furnished for any  
11 construction, alterations, or repairs upon the subject property;  
12 to comply with all laws affecting subject property or relating  
13 to any alterations or improvements that may be made thereon;  
14 not to commit or permit waste thereon, nor to suffer, or permit  
15 any acts upon subject property in violation of any law, covenant,  
16 condition or restriction affecting subject property; to maintain  
17 subject property in a good state of repair and not to make any  
18 alteration to subject property which would in any way reduce or  
19 impair its value.

20 2. To appear in and defend any action or proceeding  
21 purporting to affect the security hereof or the rights or  
22 powers of Beneficiary or Trustee; and to pay all costs and  
23 expenses, including cost of evidence of title and attorneys'  
24 fees in a reasonable sum, in any action or proceeding in which  
25 Beneficiary or Trustee may appear, and in any suit brought by  
26 Beneficiary to foreclose this Deed of Trust.

27 3. Trustors covenant and agree to pay all reconveyance  
28 fees charged by the Trustee at the time of payment of the indebted-  
29 ness secured by this Deed of Trust.

30 4. The following covenants of Section 107.030 of the  
31 Nevada Revised Statutes are hereby adopted and made a part of  
32 this Deed of Trust: Covenant No. 1, Covenant No. 2 (full

1 insurable value), Covenant No. 3, Covenant No. 4 (interest, twelve  
2 and one-half percent [12 1/2%]), Covenant No. 5, Covenant No. 6,  
3 Covenant No. 7 (counsel fees, ten percent [10%]), Covenant No. 8,  
4 and Covenant No. 9.

5 ARTICLE III

6 Covenants of Trustor and Beneficiary

7 1. Any award of damages in connection with any condemnation  
8 for public use or injury to such property or any part thereof  
9 is hereby assigned and shall be paid to Beneficiary who may apply  
10 such moneys received by him upon any indebtedness secured hereby  
11 and in such order as Beneficiary may determine, or at the option of  
12 Beneficiary the entire amount so collected or any part thereof may  
13 be released to Trustor. Such application or release shall not  
14 cure or waive any default or notice of default hereunder or  
15 invalidate any act done pursuant to such notice.

16 2. By accepting payment of any sum secured hereby after  
17 its due date, Beneficiary does not waive his right either to  
18 require prompt payment when due of all other sums so secured or  
19 to declare default for failure so to pay.

20 ARTICLE IV

21 Default

22 1. Any of the following shall constitute a default under  
23 the terms of this Deed of Trust:

24 a. Failure to pay any of the installments required  
25 by the Promissory Notes secured by this Deed of Trust.

26 b. Failure to perform any of the covenants contained  
27 in Article II of this Deed of Trust.

28 c. The default under any of the terms of any Deed  
29 of Trust to which this Deed of Trust is subject and subordinate.

30 2. Upon any default, the Beneficiary may, at its option,  
31 declare the full amount of the indebtedness evidenced by the  
32 Promissory Notes immediately due and payable even though the time

1 of maturity as expressed in the Promissory Notes may not have  
2 arrived, and the Beneficiary shall be entitled to enter upon and  
3 take possession of the subject property, or any part thereof, and  
4 to do and perform such acts or repair or protection as may be  
5 necessary or proper to conserve the value thereof, and to rent  
6 or lease the same or any part thereof for such rental, term and  
7 upon such conditions as it considers necessary or proper, and  
8 to collect and receive the rents, issues, and profits thereof as  
9 additional security.

10 The rights and remedies expressly granted by the terms of  
11 this Deed of Trust shall not exclude any other rights or remedies  
12 granted by law, and all rights and remedies granted by this Deed  
13 of Trust or permitted by law shall be concurrent and cumulative.

#### 14 ARTICLE V

##### 15 Prior Deeds of Trust

16 This Deed of Trust is executed by Trustors and accepted by  
17 Trustee and Beneficiary as a First Deed of Trust upon the subject  
18 property described in Schedule A, <sup>as to Parcel I and as a Second Deed of</sup> ~~and any further Deeds of Trust~~ <sup>Trust as to Parcel II in Schedule A</sup>  
19 which may be executed upon the subject property are subject and  
20 subordinate to this Deed of Trust.

#### 21 ARTICLE VI

##### 22 Miscellaneous

23 1. Trustee is not obligated to notify any party to this  
24 Deed of Trust of any pending sale under any other Deed of Trust  
25 or of any action or proceeding in which Trustors, Beneficiary, or  
26 Trustee shall be a party, unless brought by Trustee.

27 2. The Beneficiary agrees to release Parcel I as listed  
28 on Schedule A attached hereto upon the request of Trustors and upon  
29 payment in full of the Promissory Note in the principal amount of  
30 \$84,200.00, said payment to include the balance of principal and  
31 all interest due at the time of payoff. The Beneficiary also  
32 agrees to release Parcel II as listed on Schedule A attached hereto

1 upon the request of Trustors and upon payment in full of the  
2 Promissory Note in the principal amount of \$28,300 .00, said  
3 payment to include the balance of principal and all interest due  
4 at the time of payoff.

5 3. The benefits of the covenants, terms, conditions, and  
6 agreements contained in this Deed of Trust shall accrue to, and  
7 the obligations thereof shall bind, the heirs, representatives,  
8 successors, and assigns of the parties hereto.

9 4. The term Beneficiary shall mean the holder and owner,  
10 including pledgee, of the Notes secured hereby, whether or not named  
11 as a Beneficiary herein, or if the Notes have been pledged, the  
12 pledgee thereof.

13 5. As used in this Deed of Trust, the masculine, feminine,  
14 or neuter gender, and the singular or plural number, shall each  
15 be considered to include the others whenever the context so  
16 indicates.

17 The Trustors have executed this Deed of Trust effective on  
18 the day and year first above written.

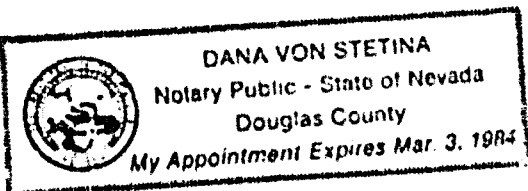
19 ASSUMPTION FEE: If there is an assumption Lender may charge an assumption fee  
20 of US \$3,375.00.

21 John R. Jackson  
JOHN/JACKSON  
R.

22 Judy C. Jackson  
JUDY/JACKSON  
C.

24 STATE OF NEVADA )  
25 ) SS.  
26 COUNTY OF Douglas )

27 On this 23rd day of March, 1983, personally  
28 appeared before me, a Notary Public, JOHN/JACKSON and JUDY/JACKSON,  
29 who acknowledged to me that they executed this Deed of Trust  
30 dated March 17, 1983.



31 Dana Von Stetina  
32 NOTARY PUBLIC

SCHEDULE A

PARCEL I:

That particular property situated in the County of Douglas, State of Nevada, commonly known as 3590 Shawnee Drive, Minden, Nevada, and more particularly described as follows:

Lot 5, as shown on the map of VALLEY VIEW SUBDIVISION, filed in the office of the County Recorder of Douglas County, Nevada on November 12, 1958.

PARCEL II:

That particular property situated in the County of Douglas, State of Nevada, commonly known as 1413 Douglas Avenue, Gardnerville, Nevada, and more particularly described as follows:

A portion of land lying within the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B. & M., lying in the Town of Gardnerville, Douglas County, State of Nevada, described as follows:

Commencing at a point on the Northerly side of Minnie Street 158 feet Westerly from the corner of Eddy and Minnie Streets and at the Southwesterly corner of a lot owned and occupied by N.P. JENSEN, the Place of Beginning; running thence westerly along the Northerly side of Minnie Street, 58 feet; thence at right angles in a Northerly direction 151.5 feet to Lot of L. FREY; thence in a Easterly direction along the Southern side of said Frey lot, 58 feet to the N.P. JENSEN lot; thence in a Southerly direction along the Western side of the N.P. JENSEN lot, 151.5 feet to the Place of Beginning.

REQUESTED BY  
SIERRA LAND TITLE CORP.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$9.00 per  
1983 MAR 23 PM 1:13

SUZANNE BEAUDREAU  
RECORDER

*Carl J. Hart*  
*dep.* 077925  
BOOK 383 PAGE 2773