

Order No. _____

Escrow No. 36816 M

When Recorded Mail To: **MANOUKIAN, SCARPELLO & ALLING, LTD.**
P.O. Box 55, Zephyr Cove, NV 89448
DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 12th day of July, 1983 between

RICHARD and NANCY GARDNER, husband and wife, as community TRUSTOR,
property with right of survivorship,
whose address is P.O. Box 2194, Stateline, Nevada 89449

(Number and Street) (City) (State)

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation TRUSTEE, and

STEPHEN BOURNE a married man as his sole and separate property BENEFICIARY,
WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

--- , County of **Douglas** , State of **NEVADA** described as follows, to wit:

SEE Exhibit "A" attached hereto and incorporated herein by reference.

IN THE EVENT OF SALE OR TRANSFER, OR OF ANY AGREEMENT TO SELL OR TRANSFER ANY INTEREST IN THE REAL PROPERTY SUBJECT TO THE INTEREST OF THIS DEED OF TRUST, THE UNPAID PRINCIPAL BALANCE HEREOF SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE PAYEE; OR UPON SUCH TRANSFER, THE PAYEE MAY ALLOW ASSUMPTION OF THIS NOTE ON PAYMENT OF THE REQUIRED SERVICE CHARGE AND ON SUCH CONDITIONS AS PAYEE MAY IMPOSE.

THIS DEED OF TRUST IS SUBJECT TO A SUBORDINATION AGREEMENT. SAID SUBORDINATION AGREEMENT MAY RESULT IN THE SECURITY INTEREST OF THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

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 \$ **40,000.00** 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 on the reverse hereof; (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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	383	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

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.

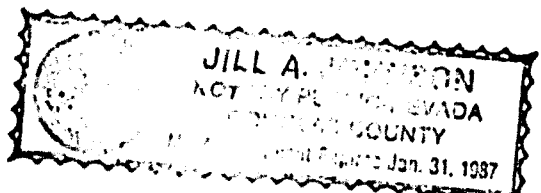
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
County of Douglas) ss.

On July 12, 1983
personally appeared before me, a Notary Public,
Richard Gardner and Nancy Gardner

Signature of Trustor
Richard Gardner
Nancy Gardner
Nancy Gardner

who acknowledged that he executed the above instrument.
Jill A. Johnson Notary Public
MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW



CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
PHONE (702) 882-4577

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BLDG.
P.O. BOX 55
ZEPHYR COVE, NEVADA 89448
PHONE (702) 588-6676

084108
BOOK 783 PAGE 1006

EXHIBIT "A"

Lot 1, in Block A, as shown on the map entitled "ROUND HILL VILLAGE, UNIT NO. 3," filed for record in the office of the County Recorder of Douglas County State of Nevada, on November 24, 1965, as Document No. 30185.

APN: 5-302-20

-0-

COPY

REQUESTED BY
LAWYERS TITLE INS CORP
REGISTRAR RECORDS DEPT
DOUGLAS COUNTY NV
6.00gh
1983 JUL 12 PM 3:02

SUZANNE BEAUDREAU
RECORDER
Betty Henderson
dy

084108

BOOK **783** PAGE **1007**