

DEED OF TRUST

THIS DEED OF TRUST, made this 18th day of October, 1983, by and between STEVEN D. INGERSOLL and ERNESTINE KAY INGERSOLL, husband and wife as joint tenants, herein called "TRUSTOR", and whose address is 1250 Slate Road, Wellington, ~~XXXXXXXXXX~~, Nevada 89444, and SIERRA LAND TITLE CORPORATION, a Nevada corporation, herein called "TRUSTEE", and NEVADA STATE EMPLOYEES FEDERAL CREDIT UNION, herein called "BENEFICIARY",

W I T N E S S E T H:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as follows, to wit:

Lot 20, in Block R, as shown on the map of TOPAZ RANCH ESTATES SUBDIVISION, UNIT NO. 4, filed in the office of the Recorder of Douglas County, State of Nevada.

IF TRUSTOR SHALL SELL, CONVEY, OR ALIENATE THE PREMISES, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT PRIOR WRITTEN CONSENT OF BENEFICIARY, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THE SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS HEREOF, OR ANY OF THEM, BENEFICIARY SHALL HAVE THE RIGHT AT ITS OPTION TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN THE 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 \$25,000.00 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 by reference or contained therein; (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 HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the said Trustee, and to its successors and assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

1. To permit the said Trustor, their successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of the indebtedness hereby secured or in the performance of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the said Trustor, their successors and assigns, the said described lands and premises.

2. That the said Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part

thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance to the extent of indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by the Trustor to the Beneficiary.

4. That the Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary to be applied by it on account of the unpaid balance of such indebtedness.

6. That if the Trustor shall sell, convey or alienate said property, or any part thereof, or shall enter into any agreement for the same, or any interest therein, or shall be divested of title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any notice evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. In the event the Trustor sells or otherwise disposes of the property the subject hereof and Beneficiary does not accelerate the indebtedness secured hereby, the new owner shall assume all obligations of this Deed of Trust and the obligations which it secures and Beneficiary shall be entitled to make a charge of four percent (4%) of the unpaid principal balance in

this connection.

7. The following covenants, Nos. 1, 2 (amount of insurance on improvements shall be at least the sum of \$30,000.00), 3, 4 (interest 15%), 5, 6, 7 (counsel fees 5%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

8. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

9. The Trusts created herein are irrevocable.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

IN WITNESS WHEREOF, the Trustor has hereunto caused their execution of this Deed of Trust the day and year first above written.

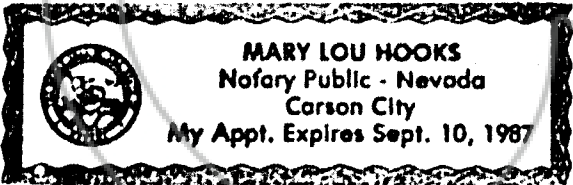
Steven D. Ingersoll

Steven D. Ingersoll
Ernestine Kay Ingersoll

Ernestine Kay Ingersoll

STATE OF NEVADA)
) ss.
CARSON CITY)

On October 18th, 1983, personally appeared before me, a Notary Public, STEVEN D. INGERSOLL and ERNESTINE KAY INGERSOLL, husband and wife, who acknowledged that they executed the foregoing instrument.



Mary Lou Hooks

Notary Public

REQUESTED BY
SIERRA LAND TITLE CORP.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$8.00 f.
1983 OCT 19 PM 12:58

SUZANNE BEAUDREAU
RECORDER
Carol J. ...
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