AND WHEN RECORDED MAIL TO:

Tom Terry Enterprises 3546 Mt. Diablo Boulevard Lafayette, CA 94549

Attn: Thomas J. Terry, Jr. Title Order No. 7079

SPACE ABOVE THIS LINE FOR RECORDER'S U

TO 496 C (9.67)

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this

27 th

OSCAR PEDRO MONTERROSA AND MARIA M. MONTERROSA, husband and wife,

day of

December, 1983

, between

, herein called TRUSTOR,

41 Bai-Gorry Place, Walnut Creek, CA

(number and street)

(city)

(state)

(zip code)

TRUSTEE, and DOUGLAS COUNTY TITLE CO., INC., a Corporation,

· TOM TERRY ENTERPRISES, a California Corporation,

, herein called BENEFICIARY,

Witnesseth: That Trustor irrevocably grants, transfers and assigns to trustee in trust, with power of sale, DOUGLAS COUNTY, NEVADA, that property in

Lot 23 and 24, Block L, as shown on the Map of GARDNERVILLE RANCHOS UNIT NO. 4, filed in the office of the County Recorder of Douglas County, Nevada, on April 10, 1967, as Document No. 35914.

Assessment Parcel No. 27-591-04-9 (23) and 27-591-05-6 (24)

IF THE TRUSTOR SHALL CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN OR SHALL BE DIVESTED OF HIS TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED IN ANY NOTE EVIDENCING THE SAME, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL DECOME DUE AND PAYABLE IMMEDIATELY.

TOGETHER with the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, For the purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$35,000.00 executed by Trustor in favor of Beneficiary or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and note secured hereby, that provisions (1) to (14), inclusive of the fictitious deed of trust recorded in Alameda County and Contra Costa County April 5, 1974 and Los Angeles County on April 15, 1974, and all other counties April 11, 1974, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz: PLEASE RECORD REVERSE SIDE OF THIS DOCUMENT:

	•											
	COUNTY	BOOK	PAGE	COUNTY	воок	PAGE	COUNTY	BOOK PAGE	COUNTY	BOOK	PAGE	
	Alameda	3646	647	Kings	1027	714	Placer	1560 115	Sierra	60	687	
	Alpine	20	168	Lake	757	350	Plumas	231 450	Siskiyou	707	884	
	Amador	256	465	Lassen	277	277	Riverside	1974 42446	Solano	1974	14519	
	Butte	1901	499	Los Angeles	T8751	383	Sacramento	7404-11 604	Sonoma	2853	297	
	Calaveras	375	533	Madera	1193	503	San Benito	389 652	Stanislaus	2622	107	
	Colusa	414	103	Marin	2782	60	San Bernardino	8407 327	Sutter	827	21	
l	Contra Costa	7195	238	Mariposa	146	573	San Francisco	B874 145	Tehama	641	314	
ľ	Del Norte	178	2	Mendocino	959	186	San Joaquin	3863 338	Trinity	163	792	
	El Dorado	1255	618	Merced	1955	819	San Luis Obispo	1773 513	Tulare	3170	424	
	Fresno	6287	36	Modoc	227	539	San Mateo	6588 642	Tuolumne	409	617	
	Glenn	571	106	· Mono	167	301	Santa Barbara	2510 550	Ventura	4246	701	
	Humboldt	1234	326	Monterey	906	154	Santa Clara	0845 415	Yolo	1100	126	
	Imperial	1362	491	Napa	933	107	Santa Cruz	2400 274	Yuba	572	545	
	Inyo	207	843	Nevada	685	489	Shasta	1217 24				
	Kern	4835	1600	Orange	11116	1366	San Diego Serie	s 74. Book 1974.	Page 092154			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereinunder be mailed to him at his

address hereinbefore set forth.

STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

December 28, 1983 _, before me, the under-

signed, a Notary Public in and for said State, personally appeared *OSCAR PEDRO MONTERROSA AND MARIA M.

MONTERROSA* proved to me on the basis of

satisfactory evidence

to be the person S whose name S are subscribed to the within instrument and acknowledged that.... they executed the same. WITNESS my hand and official seal.

ESC 136 (3/80) 00260

Janne

JOANNE ROSBURG
Name (Typed or Printed)

JOANNE ROSBURG CONTRA COSTA COUNTY

My Commission Expires June 7, 1965

OSCAR PEDRO MONTERROSA

MARIA M. MONTERROSA

ESCROW NO. 10694

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RECORD The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in counties in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

corporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, irrillize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary lire insurance satisfactory to and with foss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Truster and without releasing Trustor from any obligation heror, may, any such answers and assessments of the rights or powers of Beneficiary or Trustee; and to pay all costs and expense, charge and lines, with interest, on such assessment or such assessment and the property of the rights of the released to Trustee. Such application or release shill not cur or wake any default or notice of default hereunder or invalidate any set done pursuant to such any part thereof may be released to Trustee. Such application or release shill not cur or wake any default or notice of default hereunder or invalidate any set done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's feet in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee and to pay all costs and expenses of this Trust.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all casts and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liers, with interest, on said property or any part thereof, which appear to be prior or superior hereity and without denal and without notice to or demand upon Trustee and to make any payment or to do any act as therein provided, then Beneficiary or Trustee, but without releasing Trustor flow may only provided, then Beneficiary or Trustee, but without provided in the payment of the payment of the report of the rights or powers of Beneficiary or Trustee, pay, purchase, context or compromise any incumbrance, charge or on which in the pidgment of either appears to be piror or superior heretic and pay and the payment of the respect to the security of the rights of powers, pay necessary expenses, employ counsel and pay his reaso

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by Jaw in effect at the date hereof; all other sums then secured-hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, incres to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14)-That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law, Trustee is not obligated to

hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustees shall be a party un	less brought by Trustee,							
DO NOT RECORD								
REQUEST FOR FULL RECONVEYANCE								
DOUGLAS COUNTY TITLE CO. INC. TO XXMPXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX								
TO AKMENDOVAN SEXULA KMESKXO KMEKANY, Trustee: Dated:								
XXXMAKKINI MAKKK MEKHINI MAKKANANI MKXAXXXXXI MKXAK MAKAK MAKAK MAKA MAKA MAKAKANA MAKA MAK								
The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums								
owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, deliv-								
ered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parti	es designated by the terms							
of said Deed of Trust, the estate now held by you under the same.								
Mail Reconveyance to:								
	* * * * * * * * * * * * * * * * * * * 							
Bv								
Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.								
Both must be delivered to the Trustee for cancellation before reconveyance will be	made.							

