

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 37201 MCA

THIS DEED OF TRUST, made this 9th day of January, 1984, between

MYUREL G. NOWLIN, an unmarried man, herein called TRUSTOR,

whose address is P.O. Box 2158, Gardnerville, NY, 89410 (number and address) (city) (state) (zip) and

LAWYERS TITLE INSURANCE CORPORATION, a corporation, herein called TRUSTEE, and

EDWARD P. O'CALLAHAN and JOAN S. O'CALLAHAN, husband and wife, herein called BENEFICIARY,

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

Lot 18, as shown on the map of SIERRA VIEW SUBDIVISION, Douglas County, Nevada, filed in the office of the County Recorder of Douglas County, Nevada, on April 18, 1960, under File No. 15897. A.P.N. 21-211-18

SUBORDINATION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

BENEFICIARIES JOIN IN THE EXECUTION OF THIS INSTRUMENT FOR THE PURPOSE OF ACKNOWLEDGING THE AGREEMENT TO SUBORDINATE.

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby

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 \$ 7,500.00\*\*\*\*\* 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 herein; (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	363	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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF San Diego } ss.  
On January 26, 1984 personally  
appeared before me, a Notary Public,

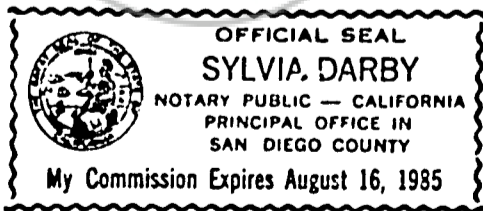
Myurel G. Nowlin  
Myurel G. Nowlin

Edward P. O'Callahan  
and Joan S. O'Callahan

SIGNATURE OF BENEFICIARIES:  
Edward P. O'Callahan  
Edward P. O'Callahan  
Joan S. O'Callahan  
Joan S. O'Callahan

who acknowledged that t\_h\_e\_y executed the above instrument.

Signature Sylvia Darby  
(Notary Public)



WHEN RECORDED MAIL TO:  
O'Callahan  
303 Trail View Road  
Encinitas, CA. 92024

FOR RECORDER'S USE

095589

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EXHIBIT "A"

Provided Trustor is not presently in default of the terms of this Deed of Trust or the note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document subordinating the encumbrance of this Deed of Trust to a Deed of Trust securing a loan obtained by Trustor. The conditions are as follows:

(i) The money obtained from the loan shall be utilized for the purpose of constructing an improvement upon the property secured hereby.

(ii) The loan shall be obtained from a commercial lender qualified to do business in the State of Nevada.

(iii) The loan shall not exceed \$50,000.00, and the interest rate thereon shall not be greater than the lowest prevailing interest rate charged by reputable institutional lenders in the State of Nevada.

(iv) Funds from such loan shall be disbursed by a builder's control of a commercial institution qualified to do business in the State of Nevada or the completion of the construction shall be bonded by a surety qualified to do business in the State of Nevada.

STATE OF NEVADA. }  
County of Douglas } ss.

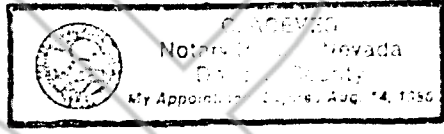
On January 31, 1984 personally appeared before me.

DATE a Notary Public (or judge or other officer, as the case may be).

Myurel G. Nowlin who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office Douglas in the County of Douglas the day and year in this certificate first above written.

*[Signature]*  
Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL) - B16355

REQUESTED BY  
LAWYERS TITLE INS. CORP.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
1984 FEB -1 AM 10:05

SUZANNE BEAUDREAU  
RECORDER  
*[Signature]*  
Rep

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