

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

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THIS DEED OF TRUST, made this 19th day of April, 1984, between JUDITH A. DAVIDSON, an unmarried woman, herein called TRUSTOR, whose address is P. O. Box 2700, Stateline, Nevada 89449 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and LARRY G. BENNETT, a married man, as his sole and separate property, 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: See Exhibit "A" attached hereto and made a part hereof. AP#05-021-04-3.

ACCELERATION CLAUSE: IF THE TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

AGREEMENT TO SUBORDINATE: BENEFICIARY AGREES TO EXECUTE AN APPROPRIATE AGREEMENT SUBORDINATING THE PRIORITY OF THE LIEN OF THIS DEED OF TRUST TO THE LIEN OF THE DEED OF TRUST TO BE EXECUTED BY TRUSTOR ENCUMBERING THE PROPERTY HEREBY ENCUMBERED FOR THE PURPOSE OF SECURING THE REPAYMENT OF FUNDS TO BE USED FOR BUILDING CONSTRUCTION PURPOSES AND/OR PERMANENT FINANCING ON THE REAL PROPERTY HEREBY ENCUMBERED, UPON APPROVAL BY BENEFICIARY OF A RECOGNIZED LENDING INSTITUTION MAKING SUCH LOAN WHICH IS NOT TO EXCEED \$150,000.00 AT PREVAILING RATE AND BUYERS AGREE THAT WITHIN A PERIOD OF ONE YEAR, CONSTRUCTION LOAN WILL EITHER BE PAID OFF OR CONVERTED TO A LONG TERM LOAN.

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 \$ 32,000.00 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 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their associated deed records.

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 NEVADA } COUNTY OF Douglas } ss. On May 7, 1984 personally appeared before me, a Notary Public,

Judith A. Davidson (Signature) JUDITH A. DAVIDSON

Judith A. Davidson

who acknowledged that she executed the above instrument.

Signature Kathleen Pike (Notary Public)



ORDER NO. } ESCROW NO. } 6668

WHEN RECORDED MAIL TO: Larry G. Bennett, 28 Hoover Street, Freehold, New Jersey 07728

FOR RECORDER'S USE 100588 BOOK 584 PAGE 765

EXHIBIT "A"

Lot 72, as shown on the map of Skyland Subdivision No. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on July 22, 1959, as File No. 14668.

TOGETHER WITH all beach rights as contained in the Deed to Skyland Water Co., recorded February 5, 1960, as Document No. 15573, of Official Records Douglas County, Nevada.

AP#05-021-04-3.

COPY

REQUESTED BY  
DOUGLAS COUNTY TITLE  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$6.00 pd  
1984 MAY -9 PM 4:18

SUZANNE BEAUDREAU  
RECORDER

*Betty Hendon*  
*Dep*

**100588**

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