

# DEED OF TRUST AND ASSIGNMENT OF RENTS

(Escrow No. \_\_\_\_\_) \_\_\_\_\_, 19 84.

**This Deed of Trust,** Made this 9th day of February

**Between** STEVEN WEISENTHAL and VIVIAN WEISENTHAL, husband and wife

herein called GRANTOR or TRUSTOR,

whose address is 1401 Topaz Lane, Gardnerville, NV. 89410

(City) (Zone) (State)

LACELAW CORP., dba, CHARTER TITLE herein called TRUSTEE, and GEORGE SOETJE

herein called BENEFICIARY,

**Witnesseth:** That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE, that real property in the \_\_\_\_\_ County of DOUGLAS, State of Nevada, described as:

LOT 460, as shown on the map of SUBDIVISION OF LOTS 91A and B, 93 through 96, and 231 through 232, GARDNERVILLE RANCHOS UNIT NO. 2, filed July 10, 1967 as Document No. 37049 in the office of the County Recorder of Douglas County, State of Nevada. SHOULD the undersigned sell, convey, transfer, or dispose of, such real property, or any interest therein, or agree to do so, without the written consent of the Beneficiary named herein being first obtained, then such Beneficiary shall have the right at his option, to declare the entire principal sum or any unpaid balance thereof, with unpaid interest due thereon, forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues and profits of said real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the principal sum of FOURTEEN THOUSAND TWO HUNDRED SEVENTY EIGHT and 14/100THS Dollars (\$14,278.14), payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by \*, \*\*, or \*\*\*, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churchill	122828	19	343	Lyon	03174		
**Clark	036925	047	6-1	Mineral	06434	22	552
*Douglas	48420	76	560	Nye	18537	133	35
Elko	50546	125	685	Pershing	76277	Roll 28	227
*Esmeralda	43382	3-3 of Deeds	54	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142565	48	1-1	White Pine	156259	326	274
*Lander	65150	98	559	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	35	(formerly Ormsby)			

\* June 12, 1970; \*\* June 15, 1970; \*\*\* July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof. The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$ as required and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be reasonable.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

*Steve Weisenthal*  
Steve Weisenthal

Signature of Trustor  
*Vivian Weisenthal*  
Vivian Weisenthal

STATE OF NEVADA } Feb 9, 1984, before me, the undersigned, a Notary Public in and for said  
COUNTY OF Storey } SS. County and State, personally appeared Steve Weisenthal  
Vivian Weisenthal known to me to be the  
persons whose names are subscribed to the within  
instrument, and acknowledged to me that they executed the same.



Notary's Signature *Kathleen J. Harris*

Nevada Form No. 166

RECORDING REQUESTED BY

SPACE BELOW THIS LINE FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO

Name George Soetje  
Street Address P. O. Box 1439  
Carson City, Nv. 89702  
City State Zip

REQUESTED BY  
**CHARTER TITLE INS.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$5.00 pd  
1984 JUN 29 PM 4:14

SUZANNE BEAUDREAU  
RECORDER

*Betty Hendon*  
Dep **102969**  
BOOK **684** PAGE **3275**