

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

1584

THIS DEED OF TRUST, made this 27th day of July, 1984, between ANTHONY P. HUBER and MARJORIE A. HUBER, husband and wife, herein called TRUSTOR, whose address is 101 Fiesta Circle, Orinda, California 94563 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and DONALD S. TOWNSEND, an unmarried man, 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:

Being all of Lot 2, in Block D, as shown on the map entitled Round Hill Village Unit No. 3, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on November 24, 1965, as Document No. 30185. AP#05-333-02-6.

DUE ON SALE: In the event that Trustor shall sell or contract to sell the parcel of land hereby encumbered without first obtaining the written consent of Beneficiary, the balance of principal and interest that shall then remain unpaid on the obligation herein shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived.

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 \$ 95,000.00 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 corresponding record information.

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 DOUGLAS } ss. COUNTY OF _____

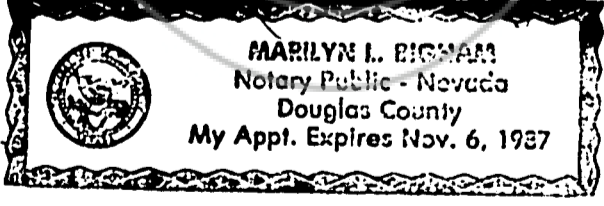
On August 10, 1984 personally appeared before me, a Notary Public,

Handwritten signatures of Anthony P. Huber and Marjorie A. Huber with printed names below.

Anthony P. Huber and Marjorie A. Huber

who acknowledged that they executed the above instrument.

Signature of Marilyn L. Bigman, Notary Public.



ORDER NO. } 7584 ESCROW NO. }

WHEN RECORDED MAIL TO: Donald S. Townsend, 119 W. 42nd Street, New York, New York 10036

FOR RECORDER'S USE. REQUESTED BY DOUGLAS COUNTY TITLE IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA. '84 AUG 10 P12:29. SUZANNE BEAUDREAU RECORDER. \$5.00 PAID BY DEPUTY 104895