

1984-01

Return TO:
Charles Mc Gee
50 W. L. B. B. 1, Suite 960
Reno, NV 89501

SECOND DEED OF TRUST

THIS DEED OF TRUST made this 12th day of January 1984, by and between CHRISTOPHER RENE YUZBICK and LOIS ANN YUZBICK, husband and wife, as Trustors, CHARLES M. MCGEE, ESQ., as Trustee, and CHARLES M. MCGEE, Trustee of the Lowry Irrevocable Trusts, as Beneficiary.

W I T N E S S E T H:

That the Trustors hereby grant, convey and confirm unto the said Trustee, in trust with power of sale, the following described real property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lot 13, as shown on the Map of UPPAWAY, filed in the office of the County Recorder of Douglas County, Nevada, on May 21, 1976.

Parcel No. 1-100-13-0

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, or demand as well in law as in equity which the Trustor has now or may hereafter acquire in and to the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and his successors for the benefit and use of the Beneficiary upon the trust hereinafter expressed, namely: as security for the payment of the sum of SEVENTEEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND SEVENTY FIVE CENTS (\$17,224.75) lawful money of the United States, with the interest thereon in like lawful money, and with expenses and counsel fees according to the terms of a promissory note of even date herewith in the amount of SEVENTEEN THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS AND SEVENTY FIVE CENTS (\$17,224.75) delivered by the Trustor to the Beneficiary.

AND THIS INDENTURE FURTHER WITNESSES:

FIRST: The following covenants, numbers 1, 2 (the full insurable value not less than \$125,000.00), 3, 4 (12% per annum), 5, 6, 7 (counsel fee 10%), 8 and 9, NRS 107.030, are hereby adopted and made a part of the Deed of Trust.

SECOND: The Trustors promise and agree to pay when due all general or special assessments, claim for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

THIRD: The Trustors promise to properly care for and keep the property hereindescribed in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situated thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements of said premises. If the above described

property is farm land, Trustors agree to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

FOURTH: Trustors agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: Should the Trustors default in the performance of any of the covenants herein, the Beneficiary at his election may declare the promissory note debt, payment of which is secured hereby, to be presently due and payable with interest as therein provided and notwithstanding any provisions thereof to the contrary.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted hereunder or permitted by law and all rights and remedies granted hereunder or permitted by all shall be concurrent and cumulative.

SEVENTH: All costs in connection with this trust shall be paid by the Trustors.

EIGHTH: In addition to the principal sum due on the promissory note heretofore mentioned, this Trust Deed shall be security for any and all money that may hereafter become due and payable from Trustors to Beneficiary from any cause whatsoever.

NINTH: In the event of a default in the performance of payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the Trustors addressed to P.O. Box 9754, South Lake Tahoe, California 95731, and such notice shall be binding upon the Trustors, Assignee(s) or Grantee(s) from the Trustors.

TENTH: It is expressly agreed that the trusts created hereby irrevocable by the Trustors.

ELEVENTH: This Deed of Trust is subordinate to a deed of trust recorded on August 21, 1980, Book 880 No. 1651, page 1651, as document number 4723, in the Official Book of Records of the Douglas County Recorder; and George F. Palmer and Marjorie K. Palmer as Trustors; Douglas County Title Co. Inc., as Trustee; and John F. Hall and Frances as Beneficiary.

H. Hall

TWELFTH: In the event the Trustors shall, without written consent of Beneficiary, sell, convey, transfer, contract to sell, or lease with option to purchase the real property covered by this Trust Deed, or any part thereof, or any interest therein, or if Trustors shall be divested of any part or interest therein, either voluntarily or involuntarily, then in all of the above-mentioned situations all indebtedness secured by the Trust Deed, irrespective of the maturity date of said indebtedness, may at the option of the Beneficiary become immediately due and payable without demand or notice, Beneficiary shall have the contractual right to withhold its consent to a transfer in any instance where the security upon re-evaluation, the financial responsibility of the transferee, or the physical condition of the premises does not warrant that consent, or when the existing interest rate of this loan is less than the current interest rate being charged on loans to purchasers of properties similar in value to the secured property. If Beneficiary grants his

