

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

1985

THIS DEED OF TRUST, made this 12th day of September, 1984, between JOHN GIANOTTI and MARY GIANOTTI, husband and wife, herein called TRUSTOR, whose address is P. O. Box 1751, Minden, Nevada 89423 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and SUMMIT BANK, 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#03-180-13-0

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 \$ 250,000.00 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:

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 NEVADA } COUNTY OF DOUGLAS } ss.

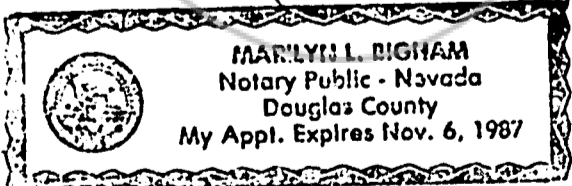
On September 12, 1984 personally appeared before me, a Notary Public,

John Gianotti and Mary Gianotti

Handwritten signatures of John Gianotti and Mary Gianotti with printed names below.

who acknowledged that they executed the above instrument.

Signature [Handwritten Signature] (Notary Public)



ORDER NO. ESCROW NO. 7563

WHEN RECORDED MAIL TO:

Summit Bank P. O. Box 898 Oakland, California 94604

FOR RECORDER'S USE

106756

BOOK 984 PAGE 1545

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 13, as shown on the Amended Map of Lakeridge Estates No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on February 23, 1959, as Document No. 14083.

TOGETHER WITH the following described parcel of land:

Commencing at the most Northerly corner of Lot 13, Lake Ridge Estates No. 1 Subdivision revised plat, as said subdivision is recorded on February 23, 1959 in Book 1 Maps of Douglas County, Nevada; thence South $45^{\circ}50'$ West 112.7 feet to a point, said point being on the right-of-way of Pine Point Drive; thence Southeast $1^{\circ}20'59''$ 39.5 feet to a point; thence Southeast $52^{\circ}38'26''$ 30.0 feet to a point; thence Northeast $87^{\circ}1'00''$ 39.0 feet to the True Point of Beginning; thence Northwest $63^{\circ}49'25''$ 21.83 feet to a point; thence along a curve to the left with a central angle of $90^{\circ}13'43''$ a radius of 45 feet and an arc distance of 70.86 feet to the Northwest corner of Lot 13; thence Southeast $1^{\circ}20'59''$ 39.5 feet to a point; thence Southeast $52^{\circ}38'26''$ 30.0 feet to a point; thence Northeast $87^{\circ}1'00''$ 39.0 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described portion of said Lot 13:

Commencing at the most Northerly corner of Lot 13, Lake Ridge Estates No. 1 Subdivision revised plat, as said subdivision is recorded on February 23, 1959 in Book 1, Maps of Douglas County, Nevada; thence South $45^{\circ}50'$ West 112.7 feet to a point, said point being on the right-of-way of Pine Point Drive, thence Southeast $1^{\circ}20'59''$ 39.5 feet to a point; thence Southeast $52^{\circ}38'26''$ 30.0 feet to a point; thence Northeast $87^{\circ}1'00''$ 39.0 feet to the True Point of Beginning; thence Northeast $87^{\circ}1'00''$ 93.0 feet to a point; thence Southeast $27^{\circ}29'00''$ 23.00 feet to a point; thence along a curve to the right with a central angle of $63^{\circ}31'00''$ a radius of 63.190 feet and an arc distance of 70.05 feet to a point; thence Northwest $61^{\circ}26'14''$ 42.28 feet to the True Point of Beginning.

AP#03-180-13-0

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'84 SEP 18 P12:24

SUZANNE BEAUDREAU
RECORDER
\$ 6.00 PAID. Ch DEPUTY

106756

BOOK 984 PAGE1546