

THIS DEED OF TRUST, made this 1st day of October, 1984, between

DONALD M. WALTER and SYLVIA A. WALTER, husband and wife, herein called TRUSTOR, whose address is 16647 Gledhill Street, Sepulveda, California, 91343 and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and

WAGNER & ASSOC., INC., a Nevada Corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in the unincorporated area of Douglas County, Nevada, described as:

SEE ATTACHED LEGAL DESCRIPTION MARKED "EXHIBIT A" CONSISTING OF ONE PAGE

"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 secured by this Deed of Trust 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 \$7,735.23 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 California
COUNTY OF Los Angeles } ss.

On October 9, 1984 personally appeared before me, a Notary Public,

Donald M. Walter

Sylvia A. Walter

who acknowledged that They executed the above instrument.

Signature Grace Erdley Ammon
(Notary Public)

Donald M. Walter
DONALD M. WALTER

Sylvia A. Walter
SYLVIA A. WALTER



WHEN RECORDED MAIL TO:

WAGNER & ASSOC., INC.
1587 - 5th Green Court
Gardnerville, NV 89410

FOR RECORDER'S USE

108663

BOOK 1084 PAGE 1661

EXHIBIT "A"

LEGAL DESCRIPTION

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

A Parcel of land located within a portion of the Northeast One-quarter (NE 1/4) of Section 34, and the Northwest one-quarter (NW 1/4) of Section 35, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada described as follows:

Parcel 5-A-2, as set forth upon that Parcel Map for Murrell and Jean Williams, recorded September 25, 1984, in Book 984 of Official Records, at Page 2693, Douglas County, Nevada, as Document No. 107314, more particularly described as follows:

Commencing at the Southeast corner of Parcel 5-A as shown on the parcel map for Wagner and Associates, Inc., recorded September 21, 1983, as Document No. 87326, which bears North $62^{\circ}56'22''$ East, 7,420.71 feet from the Southwest corner of Section 34, Township 13 North, Range 20 east, M.D.B.&M.; thence South $89^{\circ}50'50''$ West, 571.01 feet; thence North $00^{\circ}20'5''$ West 50.00 feet to the Point of Beginning; thence South $89^{\circ}50'50''$ West 386.46 feet; thence North $00^{\circ}20'05''$ West, 573.35 feet; thence North $89^{\circ}55'54''$ East, 101.23 feet; thence South $00^{\circ}20'05''$ East, 572.75 feet to the Point of Beginning.

The above described parcel is subject to all of the easements shown on the parcel map for Wagner and Associated, Inc., recorded September 21, 1983, as Document No. 87326, in Book 983 of Official Records at Page 1789, Douglas County, Nevada, said Map was amended May 1, 1984 in book 584 of Official Records, at Page 120, as Document No. 100270.

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

'84 OCT 12 P3:14

SUZANNE BEAUREAU
RECORDER

\$6⁰⁰ PAID *JH* DEPUTY

108663

BOOK **1084** PAGE **1662**