

SECOND DEED OF TRUST

THIS DEED OF TRUST made this 18th day of October, 1984, by and between JOSEPH KENNETH MILLER and BETTY JEAN MILLER, husband and wife, as joint tenants, of 4859 Paulsen Lane, Sebastopol, California, 95472, Trustors; D. G. MENCHETTI, LTD., Trustee; and YVONNE HENDERSON, an unmarried woman, of Post Office Box 1877, Crystal Bay, Nevada, 89402, Beneficiary;

WITNESSETH:

That Trustors do hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with the power of sale, all that certain property situate in the County of Douglas, State of Nevada, being more particularly described as follows:

The Southwest quarter of the Southeast quarter of the West half of the West half of the Southeast quarter of the Southeast quarter of Section 2, Township 13 North, Range 20 East, M.D.B. & M.

EXCEPTING THEREFROM the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 2.

TOGETHER WITH a non-exclusive easement for roadway and utility purposes across the West 15 feet of the East half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 2.

And, also, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustors now have or may hereafter acquire in and to the said property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainders and remainder, rents, issues and profits thereof.

To have and to hold the same unto the said Trustee and its successors, for the purpose of securing payments of an indebtedness in the sum of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$2,750.00) evidenced by a promissory note of even date herewith between JON EMMETT MILLER and SHARON BLYTHE MILLER, husband and wife, in favor of YVONNE HENDERSON, an unmarried woman, with interest thereon according to the terms of said note, which note by reference is hereby made a part hereof, executed by JON EMMETT MILLER and SHARON BLYTHE MILLER and delivered to Beneficiary, and any and all extensions or renewals

D. G. Menchetti Ltd.
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WHEN RECORDED, MAIL TO:

thereof, payment of such additional sums with interest thereon as may hereafter be loaned by Beneficiary to JON EMMETT MILLER and SHARON BLYTHE MILLER, payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustors promise and agree to pay when due all claims for labor 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 or permit waste thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

2. Trustors covenant to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsements, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary for such sum or sums as shall equal the total indebtedness secured by this deed of trust, and the same shall be payable to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, and if in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

3. The following covenants, Nos. 1, 3, 4 (interest 15%), 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust.

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

5. The rights and remedies hereby granted shall not exclude any other rights and remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

6. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the holder hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

7. Trustors assign hereby to Trustee any and all rents of the above-described premises accruing after default, and hereby authorize Trustee, or a receiver to be appointed on application of Trustee, or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustors. At any trustee's sale hereunder held, the Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed, and at such sale is hereby authorized to bid for Beneficiary or other absent persons.

8. It is hereby agreed that the trust created hereby is irrevocable by Trustors.

9. This deed of trust is executed by Trustors and accepted by Beneficiary with the express understanding that the relationship of landlord and tenant shall exist as between the purchaser of the property covered hereby upon foreclosure proceedings and Trustors and their successors in interest, and they may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action in the event the possession of said property should not voluntarily be surrendered to such purchaser.

10. Should Trustors, without the consent in writing of Beneficiary, voluntarily sell, transfer, or convey their interest in the property or any part thereof, or if by operation of law, it be sold, transferred, or conveyed, then Beneficiary may, at her option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

11. This deed of trust is subject and subordinate to a deed of trust executed by JOSEPH KENNETH MILLER and BETTY JEAN MILLER, husband and wife, in favor of SURETY SERVICE CORP., and the Trustee being JEEFFREY LEATHLEY, recorded as Document No. 67341, Book No. 482, Page No. 1852, on April 30, 1982, in the office of

