

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 24th day of October, 1984, between WILLIAM SPINKS and JOAN SPINKS, husband and wife, and NOEL MANOUKIAN and LOUISE M. MANOUKIAN, husband and wife, herein called TRUSTOR, whose address is Post Office Box 975, Minden, Nevada 89423 (number and address) (city) (state) (zip) and

SIERRA LAND TITLE CORPORATION, a Nevada corporation, herein called TRUSTEE, and FRANK N. WESTSMITH and EVELYN E. WESTSMITH, husband and wife as joint tenants with right of survivorship, 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 by reference. TOGETHER WITH all water rights including, but not limited to, that water right known as Application No. 35973, registered with the State Engineer, Division of Water Resources, State of Nevada, but subject to all conditions set forth in such application. TOGETHER WITH all those lode mining claims located in Douglas County, Nevada, in Section 8, Township 10 North, Range 22 East, M.B.D. & M., in the Silverglance Mining District known as ORPHEUS NO. 1, ORPHEUS NO. 2, ORPHEUS NO. 3, ORPHEUS NO. 4, and ORPHEUS NO. 5. See EXHIBIT "B" attached hereto and made a part hereof by reference for a partial release clause. IF TRUSTOR SHALL SELL, CONVEY, OR ALIENATE THE PREMISES, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE PRIOR WRITTEN CONSENT OF BENEFICIARY, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THE SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS HEREOF, OR ANY OF THEM, BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN THE NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE. However, a conveyance by Trustor to a partnership owned by Trustor shall not cause this due on sale clause to take effect.

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 \$ 65,000.00** 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	Parshing	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 November 1, 1984 personally appeared before me, a Notary Public,

Frank N. Westsmith, Evelyn E. Westsmith
William Spinks, Joan Spinks,

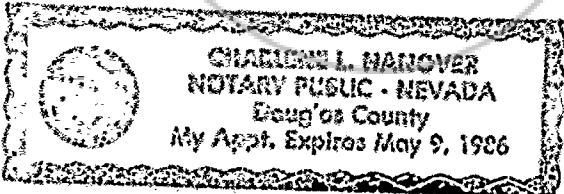
Noel Manoukian and Louise M. Manoukian

who acknowledged that they executed the above instrument.

Signature Charlene L. Hoover
(Notary Public)

Frank N. Westsmith
FRANK N. WESTSMITH
Evelyn E. Westsmith
EVELYN E. WESTSMITH
William Spinks
WILLIAM SPINKS
Joan Spinks
JOAN SPINKS
Noel Manoukian
NOEL MANOUKIAN
Louise M. Manoukian
LOUISE M. MANOUKIAN

FOR RECORDER'S USE



ORDER NO. } 103517
ESCROW NO. }

WHEN RECORDED MAIL TO:

Mr. and Mrs. Frank Westsmith
P.O. Box 2203
Carson City, Nv 89702

109498

BOOK 1184 PAGE 051

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

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

West 1/2 of the Southeast 1/4 of Section 7, Township 10 North, Range 22 East, M.D.B.&M., excepting, however, the following described property:

Beginning at the South quarter-section corner of the above described Section 7; thence North along the Westerly boundary of said Southwest 1/4 Southeast 1/4 of Section 7, a distance of 791.41 feet to an intersection with the Southwesterly right-of-way line of Nevada State Highway Route 3 (U.S. 395) which right-of-way line is 75 feet Southwesterly of measured at right angles, and parallel with the centerline of said highway; thence from a tangent which bears South 35°06'53" East, curving to the left along said Highway right-of-way line with a radius of 20,075 feet through an angle of 02°47'43" an arc distance of 979.40 feet to an intersection with the South boundary of said Section 7; thence South 89°34'30" West; along said section line, a distance of 582.70 feet to the point of beginning.

Further excepting therefrom any portion lying within the right of way line of Nevada State Highway Route 3 (U.S. 395) by Instrument created by Meta Christensen recorded April 24, 1940, in Book V of Deeds at Page 424, Douglas County, Nevada.

Assessor's Parcel No. 37-030-14 (Parcel 1)

PARCEL 2

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

Beginning at the South quarter-section corner of Section 7, Township 10 North, Range 22 East, M.D.B.&M.; thence North along the Westerly boundary of said Southwest 1/4 of Southeast 1/4 of said Section 7, a distance of 791.41 feet to an intersection with the Southwesterly right of way line of Nevada State Highway Route 3 (U.S. 395), which right of way line is 75 feet Southwesterly of, measured at right angles, and parallel with the centerline of said highway; thence from a tangent which bears South 35°06'53" East, curving to the left along said highway right of way line with a radius of 20,075 feet through an angle of 02°47'43" an arc distance of 979.40 feet to an intersection with the South boundary of said Section 7; thence South 89°34'30" West, along said Section line, a distance of 582.70 feet to the point of beginning.

Excepting that portion in Deed executed February 20, 1962 between Ernest M. Pellkofer and Pauline W. Pellkofer to State of Nevada (Department of Highways), recorded March 15, 1962, in Book 11, Page 130 of Official Records, as File No. 19725.

Also excepting that portion conveyed by deed to Verner Sward and Colleen Sward, husband and wife, recorded on June 7, 1965, in Book 32, Page 29, Douglas County, records.

Assessors Parcel No. 37-030-18

PARCEL 3

All portions of the former U.S. Highway 395 road right of way as defined in the relinquishment to Douglas County, a political subdivision of the State of Nevada, by that certain indenture recorded July 26, 1982, in Book 782 at page 1415 as Document No. 69637 of the Official County Records as contained within the west 1/2 of the southeast 1/4 of aforesaid Section 7

Excepting therefrom a fifty foot (radius) cul-de-sac, the centerpoint of which is defined as: commencing at the northeast corner of Section 18, Township 10 North, Range 22 East, M.D.B.&M., thence South 89°31'00" West, a distance of 1919.22 feet to a point on the physical road centerline (1939 construction) of former U.S. Highway 395; thence North 00°29' West, a distance of 38.76 feet to the center of aforesaid cul-de-sac.

Portion of Assessor's Parcel No. 37-030-14

"EXHIBIT B "

In the event a development map is approved for the property, and recorded, then in that event trustors will release from the provisions hereof each lot upon receipt of a sum equal to 120% of the then unpaid balance, divided by the number of lots created. For illustration, if thirty (30) lots are recorded, and the unpaid balance is \$60,000.00, a lot would be released as follows: 30 lots divided into \$60,000.00 = \$2000.00 times 120% = \$2,400.00 to release the lot.

Monthly payments of principal plus interest shall continue unabated.

COPY

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

'84 NOV -1 P12:40

SUZANNE DE BUREAU
RECORDER

\$ 7⁰⁰ PAID DEPUTY

109498

BOOK **1184** PAGE **053**