

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: \_\_\_\_\_

THIS DEED OF TRUST, made this 1st day of February, 1985, between JAMES M. O'REILLY and CARIN O'REILLY, husband and wife, herein called TRUSTOR, whose address is P. O. Box 1268, Gardnerville, Nevada 89410 and

SIERRA LAND TITLE CORPORATION, a Nevada corporation, herein called TRUSTEE, and PATRICK B. WALSH, a single man as to an undivided 1/2 interest and GARY A. SHEERIN and JO ANN SHEERIN, husband and wife as joint tenants as to an undivided 1/2 interest, 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:

Their 37.5% interest in Parcels A, B, C, and D, of that parcel map recorded July 13, 1983, in Book 783, page 1026, Official Records of Douglas County, Nevada, as Document No. 84119. SUBJECT TO A DEED OF TRUST dated May 22, 1983, in favor of Milton M. Sorensen and Myrtle Sorensen Rich, recorded May 22, 1973, in Book 573, page 816, Official Records of Douglas County, Nevada, as Document No. 66383, securing a promissory note in an original amount of \$29,000.00.

SUBJECT TO A DEED OF TRUST dated October 1, 1981, in favor of Ernest M. Lindsey and Beatrice S. Lindsey, recorded October 1, 1981, in Book 1081, page 073 thru 075, Official Records of Douglas County, Nevada, as Document No. 60837, securing a promissory note in an original amount of \$133,000.00.

BENEFICIARY WILL SUBORDIANTE this deed of trust as to PARCEL C ONLY to a deed of trust in favor of a lending institution securing a loan and for the purpose of constructing an office building.

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 \$ 8,333.34\*\* 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their associated deed records.

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 February 1, 1985, personally appeared before me, a Notary Public,

Signature of James M. O'Reilly

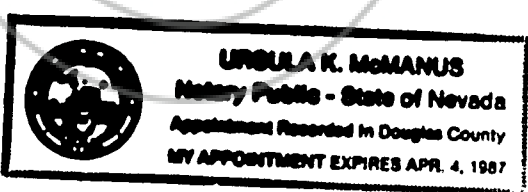
\*\*JAMES M. O'REILLY and CARIN

Signature of Carin O'Reilly

O'REILLY\*\*

who acknowledged that he y executed the above instrument.

Signature of Ursula K. McManus (Notary Public)



WHEN RECORDED MAIL TO: Gary A. Sheerin, Esq. P. O. Box 606 Carson City, Nevada 89702

SHEERIN WALSH & KEELE ATTORNEYS AT LAW PO BOX 606 CARSON CITY, NEVADA 89702 PO BOX 1377 GARDNERVILLE, NEVADA 89410

FOR RECORDER'S USE. REQUESTED BY Gary A. Sheerin IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. '85 FEB 22 P4:18. SUZANNE BEAUDREAU RECORDER 113871. \$500 PAID DEPUTY BOOK 285 PAGE 1562