## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 103530

, herein called TRUSTOR,

THIS DEED OF TRUST, made this

7th

day of March, 1985 , between

NEVADA CARSON, INC., a Nevada Corporation

P.O. Box 988, Gardnerville, Nevada 89410 (city) (sta

(state)

(zip)

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and ALLEN J. ALLIE M.D., INC. as Trustee of the ALLEN J. ALLIE M.D., INC., DBPP

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property

the unincorporated area of

Douglas

County, Nevada, described as:

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

"The lien of this Deed of Trust is inferior to and junior to that certain Deed of Trust securing Note of even date and amount, executed by the Trustors herein in favor of Connecticut General Life Insurance Company; said Deed of Trust being in the amount of \$200,000.00 which Deed of Trust is to be recorded concurrently herewith".

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 \$ 50,000.00 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	воок	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	<b>195</b>	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
		/ 11		White Pine	295 R.E. Records	258	

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.

NEVAD

STATE OF NEVADA DOUGLAS

SS

March 12, 1985

personally

instrument.

appeared before me, a Notary Public,

Raymond M. Smith, President of

Nevada Carson, Inc.,

Nevada Corportion

the above

Durinda A.

Raymond M. Smith, President Ву

INÇ

CARSQN,

FOR RECORDER'S USE

DURINDA A. KELLEY NOTARY PUBLIC - NEVADA **Douglas County** My Appt. Expires Dec. 30, 1985

WHEN RECORDED MAIL TO:

Dr. Allen J. Allie

llll C. West Tokay

<u>Lodi, California 95240</u>

114784 BOOK 385 PAGE 1255

a Newada Corp.

SHEERIN, O'REILLY, WALSH & KEELE P O BOX 1377
GARDNERVILLE, NEVADA 89410

## LEGAL DESCRIPTION

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

## Parcel No. 1

The North 1/2 of the Southwest 1/4 of Section 28, Township 14 North, Range 20 East, M.D.B.&M.

EXCEPT THEREFROM the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of of said Section 28, Township 14 North, Range 20 East, M.D.B.&M.

Further excepting therefrom the East 40 feet as Deeded to Douglas County, Nevada in instrument Recorded September 18, 1978, in Book 978 of Official Records, at Page 1271, Douglas County, Nevada, as Document No. 25370

Assessment Parcel No. 21-070-03

## Parcel No. 2

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 28, Township 14 North, Range 20 East, M.D.B.&M.

Further excepting therefrom the East 40 feet as Deeded to Douglas County, Nevada in instrument Recorded September 18, 1978, in Book 978 of Official Records, at Page 1271, Douglas County, Nevada, as Document No. 25370

Assessment Parcel No. 21-070-04

2-5-85



Page 4 of 4

'85 MAR 15 P1 :07

Douglas 103530

SUZANNE BEAUDREAU
RECORDER
PAID DEPUTY

**114784**BOOK **385** PAGE**12**56