WHEN RECORDED MAIL TO Finance America Credit Corp. **DEED OF TRUST WITH ASSIGNMENT OF RENTS** 6400 Building St. 8203 East Gate Chattanooga, Tenn 37411 38777MVM THIS DEED OF TRUST, made this \_\_\_\_ 25th April <sub>.. 19</sub> 85 \_ day of \_ .. between "MIRON FAMILY TRUST", dated July 20, 1984 herein called TRUSTOR, 4690 Pacheco Pass Gilroy, California 95020 whose address is (Number and Street) (City) (State) LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada Corporation called TRUSTEE, and DONALD C. WEBBER dba AMERICAN PENSION INVESTORS herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Parcel No's. 3 & 4 as set forth on that certain Parcel Map for C J W INCORPORATED, Located in a portion of the Southeast 1/4 of the Southwest 1/4, Section 26, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, on April 5-3-85 as Document No. //60/5 Portion of Assessment Parcel No. 23-290-09 TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for NEVIS INDUSTRIES, INC., filed for record in the Office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917, of Official Records. Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby. For the purpose of securing (1) payment of the sum of \$ 37,500.00 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 37,500.00 Deed of Trust. To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.: COUNTY DOCUMENT No. BOOK PAGE COUNTY DOCUMENT No. BOOK PAGE COUNTY DOCUMENT No. PAGE 413987 514 116986 Clark Humboldt 83 Ormsby 72637 19 102 104132 24495 14831 34 mtgs. 22 41172 41292 758 467 57488 28573 Churchill 591 Lander Pershing 415 343 Lincoln 0 mtgs. 31 mtgs. 112 R mtgs Douglas Storey 734 Tr. Deed Elko 43 Lyon 88486 449 Wash 407205 Aineral 3H deeds 16 mtgs. 341-344 47157 Eureka 39602 283 Nye 163 (which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby. The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage. 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 SIGNATURE OF TRUSTOR May 10, 1985 Jany M. Miron, Co-Trustee personally appeared before me, a Notary Public, Larry H. Miron and Alma C. Miron they executed the above instrument. C. Meson alma who acknowledged that \_ ALMA C. MIRON, Co-Trustee REQUESTED BY IN OFFICIAL PECGROS OF DOUBLES SEVADA '95 MAY 13 P3:18 VICKY D. MORRISON Notary Public — State of Nevada County of Douglas SUZANNE BEAUDREAU RECORDER My Appointment Expires May 20, 1985 PAID BL DEPUTY MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE LAKE

LAKE TATIOL OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. 80X 55
ZEPHYR COVE. NEVADA 89448
TELEPHONE (702) 588-8876

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