

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 103734

THIS DEED OF TRUST, made this 10th day of May, 1985, between STEVE FISHER and BARBARA FISHER, husband and wife, herein called TRUSTOR, whose address is Post Office Box 2233 Gardnerville Nevada 89410 and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and JAMES A. RANKIN AND GLORIA A. RANKIN, 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 the unincorporated area of Douglas County, Nevada, described as:

Lot 9, of FISH SPRINGS ESTATES, according to the map thereof, filed for record in the office of the County Recorder of Douglas County, Nevada, on August 30, 1973, as Document No. 68451. Assessment Parcel No. 35-261-09-8

THIS DEED OF TRUST CONTAINS ADDITIONAL CONDITIONS AND TERMS AS SET FORTH ON ATTACHED ADDENDUM, MADE A PART HEREOF AND CONSISTING OF ONE PAGE

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 \$21,600.00 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:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their corresponding 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 May 29, 1985 personally
appeared before me, a Notary Public,

Signature of Steve Fisher
Steve Fisher

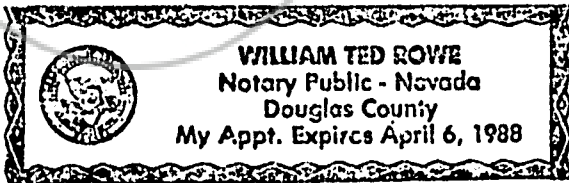
Steve Fisher

Signature of Barbara Fisher
Barbara Fisher

Barbara Fisher

who acknowledged that they executed the above instrument.

Signature of William Ted Rowe
(Notary Public)



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
Mr. and Mrs. James A. Rankin
150 Manzanita Terrace
Carson City, Nevada 89701

ADDENDUM TO DEED OF TRUST DATED May 10, 1985

This Deed of Trust contains the following "due on sale" clause:

In the event that Trustor shall sell or contract to sell the parcel of land hereby encumbered without first obtaining the written consent of Beneficiary, the balance of principal and interest that shall then remain unpaid on the obligation secured by this Deed of Trust shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived.

And further, this Deed of Trust provides for the following:

The Beneficiary herein agrees to subordinate the lien of this Deed of Trust to the lien of a construction loan Deed of Trust, provided, however, that such construction loan is to be obtained from a recognized financial institution; that such loan amount shall not exceed \$75,000.00; that the loan fees, interest rate and maturity date are reasonable; that the Beneficiary reserves the right to review all loan documents prior to any such subordination; that the funds from such construction loan are to be used only for the improvements on the herein described real property; and that such exercise of subordination, if made, shall be made only once.

REQUESTED BY  
**DOUGLAS COUNTY TITLE**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'85 JUN 21 P3:50

SUZANNE BEAUDREAU  
RECORDER

\$6<sup>00</sup> PAID *[Signature]* DEPUTY

**119066**

BOOK **685** PAGE **1919**