

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2nd day of July, 1985, between

JAMES F. FOSTER AND DONNA J. FOSTER, husband and wife

herein called TRUSTOR,

whose address is P.O. Box 1239 Minden, Nevada 89423 (Number and Street) (City) (State)

LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada Corporation

herein called TRUSTEE, and

LEO L. MAURICE AND RITA M. MAURICE, husband and wife, as Joint Tenants with right of survivorship

herein called BENEFICIARY,

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION AND SUBORDINATION CLAUSE

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 \$ 12,900.00 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, 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.:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, books, and pages.

(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
County of Douglas) ss.
On July 5, 1985 personally appeared before me, a Notary Public, James F. Foster and Donna J. Foster

SIGNATURE OF TRUSTOR
James F. Foster
Donna J. Foster

who acknowledged that they executed the above instrument.

Margaret M. Ziebell
Notary Public - Nevada
Douglas County
My Appt. Expires June 19, 1988

FOR RECORDER'S USE
120111
BOOK 785 PAGE 1114

38958MVM
Mr. & Mrs. Leo L. Maurice
1614 Inverness Dr.
Woodland, CA 95695

EXHIBIT "A"

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

That portion of the Southwest quarter of Section 10, Township 12 North, Range 20 East, M.D.B. & M., Being further described as follows:

Parcel 3 as shown upon that certain Parcel Map recorded March 25, 1975 in Book 375, Page 638, as document no. 78991, Official Records of Douglas County, State of Nevada.

A.P.N. 27-190-10

TOGETHER WITH a non-exclusive access easement for roadway purposes and ingress and egress as created in those certain roadway agreements entered into by and between C.E. SWIFT, et al, recorded December 28, 1961, in Book 10, Page 17, and also recorded January 14, 1964, in Book 21, Page 394, both respectively of Official Records of Douglas County, Nevada, and more particularly described as follows:

Over a strip of land 40 feet in width, being 20 feet on each side of a centerline described as follows:

COMMENCING at the Section corner common to Sections 9, 10, 15 and 16, in Sections 10, Township 12 North, Range 20 East, M.D.B. & M., thence North 89°48' East, a distance of 1316.75 feet to the Point of Beginning; thence North 11°33'51" East, 1829.64 feet; thence North 31°26' 09" West, 29.68 feet; thence North 11°33'51" East, 100 feet to the Northern terminus thereof. The Northern terminus of said 40 foot roadway being a curve with a radius of 50 feet bearing North 11°33'51" East through a central angle of 46°51' an arc distance of 40.36 feet.

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Beneficiary hereby agrees to subordinate to the lien of a construction loan, only, deed of trust provided however, that there is no default under the terms and conditions of this Deed of Trust and provided that said construction loan is obtained from a bonafide lender with interest not to exceed 13.5% and loan amount not to exceed \$100,000.00.

REQUESTED BY
LAWYERS TITLE

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'85 JUL 15 A9:55

SUZANNE BEAUDREAU
RECORDER

\$6⁰⁰ PAID *Ju* DEPUTY

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