## SHORT FORM DEED OF TRUST AND ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made this 17th day of July, 1985, between Michael McCormick and Toni Mc Cormick, Husband and Wife, herein called TRUSTOR, whose address is:

| Lo. | Toni Mc Cormick, Husband and Wife, herein called TRUSTOR, whose address is:
| PHONE (702)267-2311, LAWYERS TITLE COMPANY
| OF NORTHERN NEVADA, a Nevada corporation, herein called TRUSTEE, and The Janus trust, Henry R. Butler Trustee(a 50% interest) and Henry R. Butler (a 50%) 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:

Lot 25, as shown on the map of EL RANCHO ESTATES, filed for record in the office of the county Recorder of Douglas County, Nevada,, on April 23, 1962, as document No. 19910, A.P.N. 21-223-08

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 \$52,000.00 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 provisons 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 opoposite the name of such county, namely:

COUNTY	B00K	PAGE /	DOC. NO.
Douglas	57 Off. Rec.	115	40050
Ormsby	72 Off. Rec.	537	32867
Washoe	300 Off. Rec.	517	107192

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 therefore 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.

Dated: July 22, 1985

Michael McCormick

Toni McCormick Dowi & McCormick

VICKY D. MORRISON Notary Public - Nevada

**Douglas County** 

My Appointment Expires May 20, 1989

Dated: July 22 1985

STATE OF NEVADA COUNTY OF DOUGLAS

On personally appeared before me, a Notary Public, Michael McCormick and Toni McCoprmick who acknowledged that they executed the above instrument.

Signature

Notary Public

Escrow No. 390/5 My Um

WHEN RECORDED HAIL TO:

Henry R. Butler P. O. Box 5367

Stateline Nevada 89449

REQUESTED BY LAWYERS TITLE

IN OFFICIAL RECORDS OF DOUG ANGO MEVADA

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SUZAHNE BEAUDREAU RECORDER

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BOOK '785 PAGE 1773