

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22nd day of August, 1985, between

LINDA RUSH, an unmarried woman

herein called TRUSTOR,

whose address is

(Number and Street)

(City)

(State)

LAWYERS TITLE OF NORTHERN NEVADA INC., a Nevada Corporation

herein called TRUSTEE, and

PHILIP D. SULLIVAN AND GLADYS SULLIVAN, 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 RELEASE PROVISION

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 \$ 13,500.00 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 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 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists counties including Clark, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page numbers.

(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

ss.

On _____ personally appeared

Linda Rush signature

before me, a Notary Public, Linda Rush

who acknowledged that she executed the above instrument.

NOTARY PUBLIC

FOR RECORDER'S USE

39174MVM

WHEN RECORDED MAIL TO:

Mr. & Mrs. Philip D. Sullivan

P.O. Box 595

Minden, NV 89423

124109

BOOK 985 PAGE 2493

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as situated in Section 24, Township 12 North, Range 20 East, M.D.B.&M., and being a portion of Lot 6, as shown on the AMENDED PLAT OF RUHENSTROTH SUBDIVISION, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 11, 1976, as Document No. 88873, more particularly described as follows:

Parcel D, as set forth on that certain Parcel Map for Phil Sullivan filed for record in the Office of the County Recorder of Douglas County, Nevada on June 16, 1980, as Document No. 45330.

Assessment Parcel No. 29-451-06

RESERVING THEREFROM a road and utility easement over and across the North 25 feet of said land.

TOGETHER with a non-exclusive easement over and across the North 25 feet of said land.

RELEASE PROVISION

Trustee is hereby further authorized to execute and deliver a deed of partial reconveyance at the request of Trustor, which the deed of partial reconveyance may release one (1) acre for the sum of Seven thousand five hundred and NO/100 (7,500.00) Dollars that shall be paid to Trustee for the benefit of Beneficiaries in reduction of the principal obligation hereby secured, provided that all interest to date of such payment on the then balance of the principal shall be fully paid. Trustor shall determine the acre to be so released.

The making of any payment on partial reconveyance shall not suspend or defer the making of any installment payment required under the aforesaid promissory note, which such payments shall be continued in their initial amount.

STATE OF NEVADA,

County of Douglas } ss.

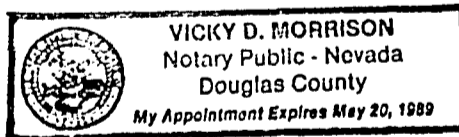
On September 20 1985 personally appeared before me,
DATE

a Notary Public (or judge or other officer, as the case may be),

Rinda Rush
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

[Signature]
Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL) - B16355

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

'85 SEP 20 P4:22

SUZANNE BEAUDREAU
RECORDER
\$ 6.00 PAID Bh DEPUTY

124109

BOOK 985 PAGE 2494