

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of September, 1985, between

OWEN E. HEAROLD and THELMA HEAROLD, husband and wife as Joint Tenants

whose address is P.O. Box 162, Minden, NV 89423

herein called TRUSTOR,

(Number and Street)

(City)

(State)

LAWYERS TITLE OF NORTHERN NEVADA, INC.

herein called TRUSTEE, and

JOE NUNES and KATHRYN NUNES, husband and wife

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Douglas County, Nevada described as follows:

Lot 428, as shown on the map of the ReSubdivision of Lots 91A & B, 92A & B; 93 through 96; and 221 through 232, GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on July 10, 1967, as Document No. 37049.

A.P.N. 27-430-06

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 \$ 60,000.00 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, 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 various counties and their corresponding document details.

(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

On September 25, 1985 personally appeared

Signature of Owen E. Hearold

before me, a Notary Public, Owen E. Hearold and Thelma Hearold

Signature of Thelma Hearold

who acknowledged that they executed the above instrument.

Signature of Notary Public



WHEN RECORDED MAIL TO:

Joe Nunes escrow no. 39268MVM

P.O. Box 732

Zephyr Cove, NV 89448

FOR RECORDER'S USE

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

'85 SEP 25 P3:37

SUZANNE BEAUDREAU RECORDER

\$500 PAID DEPUTY

BOOK 985 PAGE 2851 124337