## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 8554

THIS DEED OF TRUST, made this

11th

day of December, 1985

, between

STEPHEN R. KUBAT and LORRAINE R. KUBAT, husband and wife

, herein called TRUSTOR,

(zip)

whose address is P. O. Box 4369, South Lake Tahoe, California 95729 (number and address) (city)

(state)

and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and

REYBURN B. GUERIN and

LILLIAN M. GUERIN, husband and wife, AS JOINT TENANTS

. herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property DOUGLAS

County, Nevada, described as:

Lot 15, Block D, as shown on the map of Round Hill Village Unit #4, filed in the Office of the County Recorder of Douglas County, Nevada, on April 25, 1966, as Document No. 31837. AP#05-312-37-6.

## 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 herein shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived.

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 \$ 35,000.00 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 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:

COUNTY	воок	PAGE	DOC. NO.	COUNTY	<b>₹</b> BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.	-	682747	Lyon	37 Off, Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off, Rec.	129	89073
Eiko	92 Off. Rec.	652	35747	Nye	105 Off, Rec.	107	04823
Esmeralda	3-X Deeds	<b>195</b>	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off, Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off, Rec. 🎤	168	50782	Washoe	300 Off, Rec.	517	107192
	/			White Pine	295 R.E. Records	258	107132

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 charge in parties, or for each change in a party making or receiving

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 SS. COUNTY OF Douglas December 12, 1985

appeared before me, a Notary Public,

Stephen R. Kubat and Lorraine R. Kubat

ten STEPHEN R. KUBAT mai LORRAINE R. KUBAT

who acknowledged that executed the above instrument,

Signature

(Notary Public)

FOR RECORDER'S USE



SAMDRA L. ELGES Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES OCT. 11, 1987

WHEN RECORDED MAIL TO:

Mr. and Mrs. Reyburn B. Guerin

P. O. Box 11560

Zephyr Cove, Nevada 89448

SHEERIN, WALSH & KEELE PO BOX 606 FO BOX 1327 GARDNERVILLE, NEVADA 89410

REQUESTED BY TITLE DOUGLAS COUNTY IN OFFICIAL RECORDS O

'35 DEC 18 P1:45

PAID...

SUZANNE DE AUDREAU RECORDER

> OK DEPUTY 128356

BOOK 1285 PAGE 1493