

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated DECEMBER 2, 1985, between  
MARK S. HANGER, an unmarried man, as to an undivided 1/2 interest and JUANITA K.  
LEINART, an unmarried woman, as to an undivided 1/2 interest, herein called TRUSTOR,  
whose address is P.O. Box 13890, South Lake Tahoe, California 95702  
NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and  
JULIAN C. SMITH, JR. and JOANNA SMITH, 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 in Douglas County,  
Nevada, described as:

Being the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 12 North, Range  
20 East, M.D.B. & M., and being more particularly described as follows:

Parcel 1-A as shown on the Parcel Map No. 2 of JULIAN SMITH, filed in the office of  
the County Recorder of Douglas County, Nevada on April 16, 1984, in Book 484, of  
Official records, at Page 1177, as Document No. 99552. *2*

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect  
and use the same except during continuance of some default hereunder and during  
continuance of such default authorizing Beneficiary to collect and enforce the same  
by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor  
incorporated by reference or contained herein. 2. Payment of the indebtedness  
evidenced by one promissory note of even date herewith, and any extension or renewal  
thereof, in the principal sum of TWENTY FIVE THOUSAND and 00/100ths  
-----DOLLARS (\$ 25,000.00\*\*),  
executed by Trustor in favor of Beneficiary or order. 3. Payment of such  
additional sums as may hereafter be advanced for the account of Trustor or Assigns  
by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair;  
not to remove or demolish any building thereon; to complete in a good and  
workmanlike manner any building which may be constructed thereon, and to pay when  
due all claims for labor performed and materials furnished therefor; to comply with  
all laws, ordinances and regulations requiring any alterations or improvements to be  
made thereon; not to commit or permit any waste thereof; not to commit, suffer or  
permit any act to be done in or upon said property in violation of law; to  
cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all  
in a timely and proper manner, which, from the character or use of said property,  
may be reasonably necessary, the specific enumerations herein not excluding the  
general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of  
these Trusts, including cost of evidence of title and Trustee's fees in connection  
with sale, whether completed or not, which amounts shall become due upon delivery to  
Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory  
to and with loss payable to Beneficiary. The amount collected under any fire or  
other insurance policy may be applied by Beneficiary upon indebtedness secured  
hereby and in such order as Beneficiary may determine, or at option of Beneficiary  
the entire amount so collected or any part thereof may be released to Trustor. Such  
application or release shall not cure or waive any default or notice of default  
hereunder or invalidate any act done pursuant to such notice.

4. The Grantor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Grantor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the current legal rate of interest per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

16. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA, )  
COUNTY OF Douglas ) ss.

MARK S. HANGER  
Mark S. Hanger  
By Teri Stevenson, her attorney in fact  
JUANITA K. LEINART  
Juanita K. Leinart  
By Teri Stevenson, her attorney in fact

On December 3, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared TERI STEVENSON, Mark S. Hanger and Juanita K. Leinart, known to me to be the persons whose name s are subscribed to the within instrument and acknowledged that they executed the same.

Signature Elaine McLaughlin  
Notary Public  
Notary Public, State of Nevada  
My Comm. Expires 12/31/88

IF EXECUTED BY A CORPORATION, THE CORPORATION FORM OF ACKNOWLEDGEMENT MUST BE USED.

THIS FORM FURNISHED BY  
NORTHERN NEVADA TITLE COMPANY

SPACE BELOW THIS LINE FOR RECORDERS USE

When recorded mail to  
Name Julian C. Smith, Jr. and Joanna Smith  
Address 4630 Garnet Way  
City & State Carson City, Nevada 89701

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STATE OF NEVADA

COUNTY OF Douglas

↑ STAPLE HERE ↓


On this 3rd day of December, 1965, personally appeared before me, a notary public, in and for Douglas County, Teri Stouffer, known (or proved) to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Mark Stouffer & Joanita Stouffer and acknowledged to me that he/she subscribed the name of Mark Stouffer & Joanita Stouffer thereto as principal; and his/her own name as attorney in fact, freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Signature Elaine McCallough

Elaine Mc Callough  
Name (Typed or Printed)

(This area for official notarial seal)

 **ELAINE MCQULLOUGH**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
MY APPOINTMENT EXPIRES MAR. 10, 1969.

REQUESTED BY  
Northern Nevada Title Company  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

36 JAN 22 P2:00

SUZANNE BEAUCHEAU  
RECORDER

\$ 8.00 PAID NK DEPUTY

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