

#103882

THIRD

DEED OF TRUST

THIS DEED OF TRUST, made this 11th day of February, 1986, by and between CHARLES LAWSON McCARTY, also known as CHARLES L. McCARTY, an unmarried man, Trustor; FIRST COMMERCIAL TITLE, INC., a Nevada Corporation, Trustee; and KEITH G. WILDES, TRUSTEE OF THE KEITH G. WILDES AND IDEAL WILDES TRUST AGREEMENT DATED MARCH 11, 1981, Beneficiary.

W I T N E S S E T H :

That Trustor does hereby grant, bargain, sell convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Douglas, State of Nevada, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$150,000.00, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums, with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property; and to permit Beneficiary to enter at all reasonable times for the purposes of inspection.

Reference to First Commercial Title Rec. No. 1569 Rem. 89.504 20711664

5-3-86-2

1 SECOND: Trustor covenants to keep all buildings that may now or
2 at any time be on said property during the continuance of this trust in
3 good repair and insured against loss by fire, with extended coverage
4 endorsement, in a company or companies authorized to issue such
5 insurance in the State of Nevada, and as may be approved by Beneficiary,
6 for at least such sum or sums as shall equal the total indebtedness
7 secured by this Deed of Trust and all obligations having priority over
8 this Deed of Trust or, the maximum full insurable value of such
9 buildings, in the event such maximum insurable value is less than the
10 foregoing, and shall be payable to Beneficiary to the amount of the
11 unsatisfied obligation to Beneficiary hereby secured, and to deliver the
12 policy to Beneficiary or to collection agent of Beneficiary, and in
13 default thereof, Beneficiary may procure such insurance and/or make such
14 repairs, and expend for either of such purposes such sum or sums as
15 Beneficiary shall deem proper.

16 THIRD: The following covenants Nos. 1, 3, 4 (interest 12%), 5,
17 6, 7 (counsel fees 12%), 8 and 9 of Nevada Revised Statutes 107.030, are
18 hereby adopted and made a part of this Deed of Trust.

19 FOURTH: Trustor agrees to pay any deficiency arising from any
20 cause after application of the proceeds of the sale held in accordance
21 with the provisions of the covenants hereinabove adopted by reference.

22 FIFTH: The rights and remedies hereby granted shall not exclude
23 any other rights or remedies granted by law, and all rights and remedies
24 granted hereunder or permitted by law shall be concurrent and
25 cumulative. A violation of any of the covenants herein expressly set
26 forth shall have the same effect as the violation of any covenants
27 herein adopted by reference.

28 SIXTH: All the provisions of this instrument shall inure to,
29 apply to, and bind the heirs, executors, successors and assigns of the
30 survivor of Beneficiary and shall inure to, apply to, and bind the legal
31 representatives, successors and assigns of each of the other parties
32 hereto, respectively. Whenever used, the singular number shall include
the plural, the plural the singular, and the use of any gender shall
include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents
of the above-described premises accruing after default and hereby
authorizes Trustee, or a receiver to be appointed on application of
Trustee or Beneficiary, without waiving or affecting the right of
foreclosure or any other right hereunder, to take possession of the
premises at any time after there is a default in the payments of said
debt or in the performance of any of the obligations herein contained,
and to rent the premises for the account of Trustor. At any Trustee's
Sale held hereunder, Trustee shall sell the property herein described as
a single unit unless herein otherwise specifically directed and at such
sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created
hereby is irrevocable by Trustor.

NINTH: This deed of trust is executed by Trustor and accepted by
Beneficiary with the understanding and upon the express condition that
if Trustor should make default in the performance of any of the
covenants and agreements herein set forth, then and in that event the
full amount of the principal indebtedness secured hereby shall forthwith
be and become wholly due and payable, notwithstanding the fact that the
same would not otherwise be due according to the terms of the promissory
note secured hereby, and further, that the relationship of landlord and
tenant shall exist as between the purchaser of the real property covered

1 hereby upon foreclosure proceedings, and Trustor and its successors in
2 interest may be removed therefrom by any proceeding authorized by law,
3 including an unlawful detainer action, in the event the possession of
said real property should not be voluntarily surrendered to such
purchaser.

4 TENTH: This Deed of Trust is executed by Trustor and accepted by
5 Beneficiary as a Third Deed of Trust upon the property herein described,
6 subject and subordinate to a First Deed of Trust thereon dated February
7 13, 1978, in favor of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF
8 NEVADA; which Deed of Trust is recorded in the Office of the County
9 Recorder of Douglas County, State of Nevada, in Book 278 of Douglas
10 County Nevada Records at Page 1038 thereof, under Document No. 17817;
11 and further subject and subordinate to a Second All-Inclusive Deed of
Trust thereon dated 11-5-85, in favor of GLENN E. LOGAN and
ELEONORANN E. LOGAN, Trustees of THE GLENN EDWIN AND ELEONORANN E. LOGAN
FAMILY TRUST AGREEMENT DATED June 13, 1984; which Deed of Trust is
recorded in the Office of the County Recorder of Douglas County, State
of Nevada, in Book 280 of Douglas County, Nevada Records at Page
1046 thereof, under Document No. 130850.

12 ELEVENTH: This Deed of Trust is executed by Trustor and accepted by
13 Beneficiary with the understanding and upon the express condition that
14 if Trustor should make default in the payment of any instalment of
15 principal or interest required to be made under the terms and provisions
16 of the First and/or Second All-Inclusive Deeds of Trust herein referred
17 to, or if Trustor should otherwise make default in the performance of
any of the terms and provisions of said First and/or Second Deeds of
Trust, then and in that event, or in either of said events, the full
amount of the indebtedness secured hereby shall forthwith be and become
wholly due and payable, notwithstanding the fact that the same would not
otherwise be due according to the terms of the promissory note secured
hereby.

18 TWELFTH: Provided, however, that if all or any portion of the
19 property which is the subject of this Deed of Trust herein described is
20 conveyed from Trustor by deed, contract, execution, instrument or any
21 other mode or means, voluntarily or involuntarily, which will affect, in
22 law or equity, a divestiture of Trustor's interest or title in said
property, the note secured hereby shall accelerate and the entire
balance of principal and interest shall forthwith become due and payable
without notice or demand.

23 THIRTEENTH: Provided Trustor be not in default and has complied
24 with the terms of this Deed of Trust, Beneficiary agrees that upon
25 payment of the sum of \$50,000.00 applied to principal, the lien of this
Deed of Trust shall be released and title may be reconveyed at Trustors'
request.

26 
27 CHARLES LAWSON McCARTY

28 STATE OF NEVADA,)
29) ss:
30 COUNTY OF WASHOE.)

31 On this 11th day of February 1986, there personally appeared
32 before me, a Notary Public, CHARLES/LAWSON McCARTY, who acknowledged to

1 me that he executed the foregoing instrument.

2 *Roberta M. Gorc*

3 Notary Public
4 ROBERTA M. GORC
5 Notary Public - State of Nevada
6 Appointment Recorded In Washoe County
7 MY APPOINTMENT EXPIRES SEPT 23, 1987

8 Beneficiary joins in the execution hereof for the purpose of
9 agreeing and consenting to the terms of Paragraph THIRTEENTH hereof.

10 *Keith G. Wildes*
11 KEITH G. WILDES, Trustee

12 STATE OF NEVADA,)
13) ss:
14 COUNTY OF WASHOE.)

15 On this 11th day of February, 1986, there personally appeared
16 before me, a Notary Public, KEITH G. WILDES, Trustee, who acknowledged
17 to me that he executed the foregoing instrument.

18 ROBERTA M. GORC
19 Notary Public - State of Nevada
20 Appointment Recorded In Washoe County
21 MY APPOINTMENT EXPIRES SEPT 23, 1987

22 *Roberta M. Gorc*
23 Notary Public

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the County of Douglas, State of Nevada, being a portion of the West Half of the Northeast Quarter (W1/2 NW 1/4) of Section 4, Township 12 North, Range 20 East, M.D.E.&M., described as follows:

BEGINNING at a point at the Northeasterly corner of the parcel on the westerly side of the highway (U.S. 395) right of way line, said point of beginning being further described as bearing South $65^{\circ}15'00''$ west a distance of 2427.15 feet from the Northeast corner of Section 4, Township 12 North, Range 20 East; thence South $51^{\circ}06'$ East along the westerly right of way line of said highway a distance of 456.00 feet to a point at the Southeasterly corner of the parcel; thence South $87^{\circ}39'$ West a distance of 80.40 feet to a point; thence South $34^{\circ}12'$ West a distance of 88.00 feet to a point; thence South $67^{\circ}28'$ West a distance of 78.80 feet to a point at the Southwesterly corner of the parcel; thence North $51^{\circ}06'$ West a distance of 365.00 feet to a point at the Northwesterly corner of the parcel; thence North $38^{\circ}54'$ East a distance of 210.00 feet to the point of beginning.

Assessment Parcel No. 25-142-16

9-25-85
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REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

86 FEB 13 P2:05

SUZANNE BOWEN
RECORDER
\$ 9.00 PAID. Oh DEPUTY

130851
BOOK 286 PAGE 1055

Douglas 103882