

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 11th day of March, 1986, between

Tom P. Wixon and Peggy Jean Wixon, husband and wife

whose address is P.O. Box 103 Minden, NV 89423 herein called TRUSTOR, (Number and Street) (City) (State)

LAWYERS TITLE OF NORTHERN NEVADA INC., a Nevada Corporation herein called TRUSTEE, and

GARY A. GONNERMAN AND NANCY L. GONNERMAN, 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 Douglas County, Nevada

Lot 9, in Block B, as shown on the map of CHAMBERS FIELD SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, Nevada, on January 9, 1979, as Instrument No. 28862.

Reserving therefrom: Surface water rights as conveyed in Document recorded April 17, 1979, in Book 479 of Official Records at Page 900, Douglas County, Nevada, as Document No. 31619.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE AND SUBORDINATION CLAUSE

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 \$ 10,000.00 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 counties including Clark, Churchill, Douglas, Elko, Esmeralda, 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

ss.

On March 17, 1986 personally appeared

before me, a Notary Public,

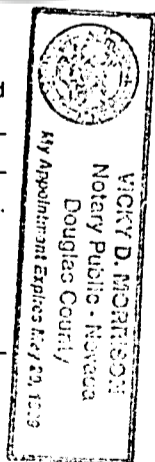
Tom P. Wixon and Peggy Jean Wixon

who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR

[Signature of Tom P. Wixon] TOM P. WIXON

[Signature of Peggy Jean Wixon] PEGGY JEAN WIXON



[Signature of Vicki D. Morrison] NOTARY PUBLIC

FOR RECORDER'S USE

39913MVM WHEN RECORDED MAIL TO: Mr. & Mrs. Gary A. Gonnerman .1575 5th Green Ct. Gardnerville, NV 89410

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EXHIBIT "A"

"So long as the trustor shall not be in default in performance of the covenants contained herein, or in the making of any payments due on the promissory note secured hereby, beneficiary agrees to subordinate the lien of this deed of trust to the lien of a deed of trust in favor of a recognized lending institution, made by Trustor for the purpose of financing construction upon the real property described herein. It is further agreed that this deed of trust, if subordinated, shall remain junior to any extension or renewal of the construction financing.

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

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

'86 MAR 17 P3:46

SUZANNE OF ANDREAU
RECORDER
\$ 6.00 PAID Ju DEPUTY

132232

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