

WHEN RECORDED MAIL TO:
504 E. Grace Ave. Apt. #1
Inglewood, CA. 90301

DEED OF TRUST WITH ASSIGNMENT OF RENTS

#40826 MCA

THIS DEED OF TRUST, made this 21st day of July, 1986, between

ERIC COLBY

whose address is 201 Wonder Street Reno, NV. 89502
(Number and Street) (City) (State)

herein called TRUSTOR,

LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada corporation

herein called TRUSTEE, and

WESLEY BUTTERFIELD and MARGIE BUTTERFIELD,

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to-wit:

Lot 462, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, as File No. 66512.

A.P.N. 29-193-10

SUBORDINATION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

BENEFICIARY HEREIN JOINS IN THE EXECUTION OF THIS INSTRUMENT FOR THE PURPOSE OF ACKNOWLEDGING THE AGREEMENT OF SUBORDINATION.

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 \$11,500.00*****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.:

COUNTY	DOCUMENT No	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	116986	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs	591	Lander	41172	3	758	Pershing	57488	28	58
Douglas	24495	27	415	Lincoln	41292	0 mtgs	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	Nye	47157	67	163				

(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 ~~NEW YORK~~ CALIFORNIA
COUNTY OF Los Angeles ss

On July 29, 1986 personally appeared
before me, a Notary Public, Wesley Butterfield and
Margie Butterfield

who acknowledged that they executed the above instrument.

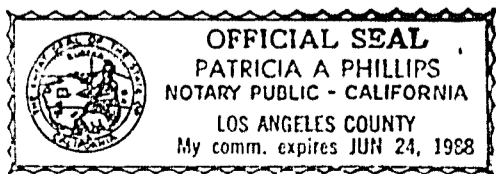
Patricia A. Phillips
NOTARY PUBLIC

SIGNATURE OF TRUSTOR

Eric Colby
Eric Colby

SIGNATURE OF BENEFICIARY:

Wesley Butterfield
Wesley Butterfield
Margie Butterfield
Margie Butterfield



MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 882-4577

LAKE TANGEE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 88
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6678

138362

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EXHIBIT "A"

So long as the trustor is not in default under the terms of this Deed of Trust and the Note secured hereby, beneficiary agrees upon written request by the trustor, to subordinate the lien hereof to any bonafide lending institution, so as to enable trustor to obtain reasonable financing for construction of a single family residence, not to exceed \$ 45,000.00 at the lowest prevailing interest rate available at time of subordination on the within described property. It is further agreed that this Deed of Trust shall remain subordinate and junior to any renewal or extension of said construction financing.

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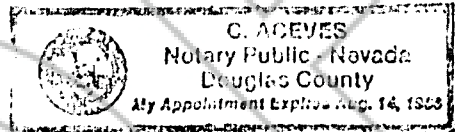
STATE OF NEVADA.

County of Douglas } ss.

On July 31, 1986 personally appeared before me,
DATE

a Notary Public (or judge or other officer, as the case may be),
Eric Colley
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.



C. Aceves
Signature of Notary

CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

REQUESTED BY
LAWYERS TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'86 JUL 31 P4:23

SUZANNE BEAUREAU
RECORDER
\$6.00 PAID ML DEPUTY

138362

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