SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

ORDER NO.: 104320 DA

, herein called TRUSTOR,

(zip)

THIS DEED OF TRUST, made this

20th

day of

August, 1986

. between

MARK HUSSMAN, a single man

whose address is

(number and address)

(cltv)

(state)

and

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

MARJORY M. CASSINA, a widow

, 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 133, as shown on the Map of KINGSLANE UNIT NO. 1, filed in the (a) Office of the County Recorder of Douglas County, Nevada, on December 26, 1968. Assessor's Parcel No. 25-373-17.
- (b) That certain personal property that is particularly described as follows: One Brookdale Mobile Home 14' X 65', I.D.# S4611.

To further protect the security of this Deed of Trust with respect to the collateral above described, Trustor expressly agrees that the covenants and agreements set forth in Exhibit "A" attached hereto, and incorporated herein by reference, shall inure to and bind the parties hereto.

SEE RELEASE OF MOBILE HOME SHOWN AS EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 \$ 26,250.00 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:

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

winterine 295 H.E. Records 258 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 change in parties, or for each change in a party making or receiving a payment secured hereby.

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 COUNTY OF _____ Douglas

SS.

August 29, 1986 appeared before me, a Notary Public,

Mark Hussman

who acknowledged that

Udlum (Notary Public)

FOR RECORDER'S USE

DARLENE ADAMS Notary Public - Nevada **Douglas County** My Agy alatment l'aplices l'eb. 6, 1985

WHEN RECORDED MAIL TO:

Marjory M. Cassina

%Douglas County Title Co. Installment Coll. #104320

P.O.Box 1361

Gardnerville, Nevada 89410

140167 800X 986 PAGE 044

CAMUNEHVILLE, NEVADA 89410

- 1. The rights and remedies of Beneficiary upon the occurence of one or more default by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The excerise by Beneficiary, or any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to an extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust sovers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order;
- (a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or
- (b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.
- 2. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commencial Code--Secured Transactions.
- 3. If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:
- (a) All the real property and all the personal property may be sold, in manner and at the time and place provided in provision B-6 of this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combination of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.
- (b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.
- 4. If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104,9507, both inclusive.
- 5. As to the mobile home collateral:
- (a) Trustor acknowledges that collateral is classified as consumer goods
- (b) Trustor will pay all real estate taxes and assessments due against the mobile home
- (c) The mobile home will be insured by Trustor against all risks commonly insured by owners of like collateral and those which Beneficiary may designate, with policies acceptable to Beneficiary and with both Trustor and Beneficiary as named insureds thereunder as their interest may appear. The limits of the all risk policy shall be in a reasonal amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.

Page 1 of 2 pages

If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

The mobile home will not be moved from it present location of 1237 Kingslane, Gardnerville, Nevada 89410 prior written consent of the Beneficiary. without the

TRUSTOR:

BENEFICIARY:

STATE OF NEVADA

COUNTY OF DOUGLAS

On August 29, 1986 personally appeared before me, a Notary Public, Mark Hussman and Marjory M. Cassina, who acknowledged that they executed the above instrument.

DARLENE ADAMS Notary Public - Nevada Douglas County My Appointment Expires Feb. 6, 1988

RELEASE OF MOBILE HOME:

At the request herein by the Trustor, Beneficiary hereby agrees to release the personal property described as 14' X 65' Brookdale Mobile Home, I.D.# S4611 , on September 1, 1990 .

Trustor:

Mark Hussman

Mark Hu

Beneficiary:

Marjory M. Cassina

STATE OF NEVADA

COUNTY OF DOUGLAS

On August 29, 1986 personally appeared before me, a Notary Public, Mark Hussman and Marjory M. Cassina, who acknowledged that they executed the above instrument.

DARLENE ADAMS
Notary Public - Nevada
Douglas County
Aby Appointment Explicit Feb. 6, 1983

OOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF
DOUGLAS COL NEVADA

'86 SEP -2 P12:22

SUZAHNE BEAUDREAU RECORDER

\$ B PAID Bh DEPUTY

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