

DEED OF TRUST WITH ASSIGNMENT OF RIGHTS

THIS DEED OF TRUST, made this 8th day of September 19 86 between

HELEN E. APPLEBURY, an unmarried woman

whose address is 1543 Laguna Rd. Mohave Valley, Arizona 86440

herein called TRUSTOR,

(Number and Street)

(City)

(State)

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

herein called TRUSTEE, and

RUSSELL R. LOWERY, AN UNMARRIED MAN AND LUCILLE A. TEAGUE, AN UNMARRIED WOMAN

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:

Parcel A as set forth on the Parcel Map for John T. and Gay Bidwell, being a portion of the NW 1/4 of the SE 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B. & M., filed for record July 20, 1976, in Book 776, Page 1023, Document No. 01876, Official Records of Douglas County, State of Nevada. A.P.N. 21-120-22

THIS DEED OF TRUST IS JUNIOR TO PRIOR RECORDED LIENS AGAINST SUBJECT PROPERTY

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

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 \$ 5,114.00***** 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, Eureka, 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.

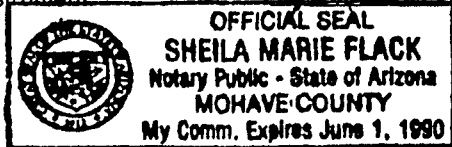
STATE OF ~~NEVADA~~ ARIZONA COUNTY OF ss.

SIGNATURE OF TRUSTOR

On 9-15-86 personally appeared before me, a Notary Public, Richard E. Applebury as the Attorney in Fact of Helen E. Applebury and who has executed her name and who acknowledged that he executed the above instrument

Handwritten signatures of Helen E. Applebury and Richard E. Applebury. Printed name: RICHARD E. Applebury

Handwritten signature of Sheila Marie Flack, NOTARY PUBLIC



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

Lowery and Teague c/o Lawyers Title Minden Branch Attn: Connie

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

'86 SEP 23 P3:24

SUZANNE BEAUDREAU RECORDER

\$5.00 PAID Deputy

141481

BOOK 986 PAGE 2712