## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 1986, by and between C. NICHOLAS PEREOS, a married man as a sole and separate property, whose address is: 535 E. Plumb Lane, Suite 201, Reno, Nevada 89502, herein called "TRUSTOR", and STEWART TITLE OF NORTHERN NEVADA, a Nevada Corporation, herein called "TRUSTEE", and NICHOLAS PEREOS and ELLEN PEREOS, joint tenants with right of survivorship, herein called "BENEFICIARIES",

## WITNESSETH:

Trustor does hereby irrevocably grant, bargain, sell, transfer and assign to Trustee in trust, with power of sale, that certain real property situate in the County of Douglas, State of Nevada, that is described as follows:

PARCEL A, as shown on the Parcel Map for STUART HANSEN, recorded October 29, 1973, as Document No. 69736, located in the Southwest quarter of Section 3, Township 19 East, M.D.B.&M., Douglas County, Nevada.

TOGETHER WITH all the improvements now or hereafter erected on the property, easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights, profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust, and 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 rights, 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) The payment of the sum of \$70,000.00 with interest thereon according to the terms of the Promissory Note of even date herewith made by Trustor, payable to the order of Beneficiary, and all extensions or renewals thereof; (2) The performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) The payment of additional sums and interest thereon which may hereafter be loaned to Trustor or to its successors and 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, covenants and conditions set forth in that fictitious master form deed of trust recorded in the office of the County Recorder of Douglas County, Nevada, on April 7, 1978, in Book 478, Page 412, Official Records, as Document No. 19421, the contents of which are incorporated herewith as if set forth in full, and marked "Exhibit A", and attached hereto, although not recorded herewith, and further adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in said fictitious master form deed of trust which has been recorded pursuant to N.R.S. 111.353 (1977). The terms of said master form deed of trust herein referenced shall inure to and bind the parties hereto by reference thereto, and are incorporated herein as if set forth in full. Beneficiary may charge a reasonable sum for any statement regarding the obligations secured hereby and further charge a reasonable sum for each change in the parties making the payments secured hereby. Any notices under this Deed of Trust shall be mailed to Trustor at the address hereinabove.

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In the event that Trustor shall sell, contract to sell or convey the parcel of land encumbered by this Deed of Trust, or any part thereof, or any interest therein, during the term of said agreement, the balance of principal and interest that shall then remain unpaid on the obligation shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived, unless Trustor obtains the written consent of Beneficiary, which shall not be unreasonably withheld, provided the buyer is credit worthy and does not have an unfavorable credit history.

DATED this day of

STATE OF NEVADA

) ss.

County of Washoe

On this day of () Of the 1986, personally appeare me, a Notary Public, C. NICHOLAS PEREOS, known to me to be the person ofold 1986, personally appeared before described in and who acknowledged that he executed the foregoing instrument.

Notary Public

BARBARA A, HOYT NOTARY PUBLIK STATE OF MEVAL WASHOE COUNT My Appnt Expires MAR. 26, 1990

> REQUESTED BY Cholas Leseos Ltd. icholas IN OFFICIAL RECORDS OF DOUGLAS TO MEYADA

'96 OCT 14 A10:13 2

> SUZANNE BEAUDREAU RECORDER \$ 600 PAID ILL DEPUTY

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LAW OFFICES OF C. NICHOLAS PEREOS, LTD. A PROFESSIONAL CORPORATION 535 EAST PLUMB LANE RENO. NEVADA 89502 (702) 329-0678