

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5th day of November, 1986, between

JAMES GOLDBERG and LORI GOLDBERG, husband and wife

whose address is 1445 Langley Drive, Gardnerville, Nevada 89410

herein called TRUSTOR,

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

herein called TRUSTEE, and

JOAQUIN PENA and JUANITA PENA, 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 454, 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.

Assessment Parcel No. 29-214-22

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF FOR SUBORDINATION AND DUE ON SALE 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 \$ 9,650.00 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 various counties and their corresponding document details.

(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

SIGNATURE OF TRUSTOR

County of Douglas
On November 26, 1986 personally appeared
before me, a Notary Public, James Goldberg and Lori Goldberg

Handwritten signatures of James Goldberg and Lori Goldberg over their printed names.

who acknowledged that they executed the above instrument.

Notary Public signature and stamp for Vicky D. Morrison, Notary Public - Nevada, Douglas County, My Appointment Expires May 20, 1989.

WHEN RECORDED MAIL TO:

Mr. and Mrs. Joaquin Pena
316 Center
Pasadena, Texas 77506
Escrow No. 41129MVM

FOR RECORDER'S USE
145867
BOOK 1186 PAGE 3159

"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. Amount of said construction financing shall not exceed the principal sum of \$38,000.00. 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.

COPY

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

'86 NOV 26 P3:56

SUZANNE BEAUDREAU
RECORDER

145867

\$6⁰⁰ PAID. *BH* DEPUTY BOOK 1186 PAGE 3160