No. 32440-MK

**DEED OF TRUST WITH ASSIGNMENT OF RENTS** 

AFTER RECORDING RETURN TO: Casinella

THIS DEED OF TRUST, made this	30th	day of _	December	, 19 <u>86</u> , betweer

GILBERT SHIRLEY and EPERANZA SHIRLEY, husband and wife,

herein called TRUSTOR.

whose address is

(Number and Street)

(State)

FIRST CENTENNIAL TITLE COMPANY OF NEVADA, INC., a Nevada corporation,

herein called TRUSTEE, and

JACK E. CASINELLA and DOROTHEA A. CASINELLA, husband and wife, and GARY E. CASINELLA, a single man, all 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 the County of Douglas, State of Nevada, described as follows:

> Lot 1, in Block E, as said lot and block are shown on the map of GARDNERVILLE RANCHOS UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 10, 1967, in Map Book 1, Filing No. 35914.

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 \$ 35,500.00 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	April 1	COUNTY	DOCUMENT No.	BOOK	PAGE	1	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514			Hemboldt	116986	3	83	1	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	Approximation of the second	Lander	41172	_ 3	758	7/4	Pershing	57488	28	58
Douglas	24495	22	415	1	Lizcola	41292	O migs.	467	. "	Storey	28573	R mtgs.	112
Etho	14831	43	343	/	Lyon	88486	31 mtgs.	449	<b>\</b> \	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	/	Mineral	76648	16 mtgs.	534-537	N .	White Pine	128126	261 3	341-344
Eureka	39602	3	283	1	Nye	47157	67	163	_ \ _ /	r			

(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

County of

personally appeared

SIGNATURE OF TRUSTOR

before me, a Notary Public. GILBERT SHIRLEY and

EPERANZA SHIRLEY, who acknowledged that they executed the above instrument.

December 30, 1986

Epéranza Shirley

JUDY M PERRY

Notary Public - State of Nevada

As pointment Recorded in Washoo County

MY APPOINTMENT EXPIRES NOV 30-1988

LAW OFFICES OF

HENDERSON & NELSON 164 HUBBARD WAY SUITE B RENO. NEVADA 89502

'86 DEC 31 P12:25

LAWYERS TITLE

IN OFFICA . POCCEPOS OF

PAID BL DEPULY

600K 1286PAGE 4041