

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 21st day of January, 1987, between

JOHN NIEUBUURT and RAMONA M. NIEUBUURT, husband and wife

herein called TRUSTOR,

whose address is P.O. Box 15, Gardnerville, Nevada 89410

(Number and Street)

(City)

(State)

LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada Corporation herein called TRUSTEE, and

ERNEST A. KOLBE, a married man as to an undivided 1/3 interest, THOMAS R. KOLBE, a single man, as to an undivided 1/3 interest and PETER G. ROGNEY, a married man as to an undivided 1/3 interest, as Tenants in Common

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Douglas County, Nevada

described as:

Lot 22, as shown on the official map of FISH SPRINGS ESTATES, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 30, 1973, as Document No. 68451.

A.P.N. 35-281-03

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 \$ 9,000.00 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 LYON

ss.

On February 5, 1987 personally appeared

before me, a Notary Public, JOHN NIEUBUURT AND RAMONA M. NIEUBUURT

who acknowledged that they executed the above instrument.

Handwritten signatures of John Nieubuert and Ramona M. Nieubuert with printed names below.

Notary Public section with signature of Elva Haughey and a circular notary seal for Elva Haughey, Notary Public - Nevada, Lyon County.

WHEN RECORDED MAIL TO:

Messrs Kolbe and Rogney
Route 3 Box 385
Minden, Nevada 89423
Escrow No 41642MCH

FOR RECORDER'S USE
REQUESTED BY LAWYERS TITLE
IN OFFICIAL RECORDS OF
'87 FEB 10 P3:48
SUZANNE BEAUBREAU
RECORDER
5.00 PAID DEPUTY
149811
BOOK 287 PAGE 968