WHEN RECORDED MAIL TO:

ED OF TRUST WITH ASSIGNMENT OF RI

YOUNGMAN 23145 Clawiter Rd. Hayward, CA. 94545

| THIS DEED OF TRUST made this | 27th | day of | March | 19 87 | between |
|------------------------------|------|--------|-------|-------|---------|

MEL VANDE BRAKE, a married man, dealing with his sole and separate property,

whose address is

P.O. Box 1475

Minden, NV.

herein called TRUSTOR,

(State)

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

JAY H. YOUNGMAN, an unmarried man,

herein called BENEFICIARY.

State of Nevada, described as follows:

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

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 14 North, Range 20 East, M.D.B.&M.

EXCEPTING THEREFROM the North 140.00 feet of the West 311.15 feet of said land.

ALSO EXCEPTING the Southerly 25 feet deeded to Douglas County by document recorded February 23, 1979, in Book 279, Page 1311, as Document No. 30164, Official Records of Douglas County, Nevada.

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 \$ 25,000.00 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.:

| COUNTY | DOCUMENT No. | BOOK | PAGE | AND DESCRIPTION OF THE PERSON | COUNTY | DOCUMENT No. | BOOK | PAGE | | COUNTY | DOCUMENT No. | BOOK | PAGE |
|-----------|--------------|----------|---------|--|----------|--------------|----------|---------|----------------|------------|--------------|--------------|--------|
| Clark | 413987 | 514 | | parties of the same of the sam | Humboldt | 116986 | 3 | 83 | Market Control | Ormsby | 72637 | 19 | 102 |
| Churchill | 104132 | 34 mtgs. | 591 | - | Lander | 41172 | 3 | 758 | 1 | Pershing | 57488 | 28 | 58 |
| Douglas | 24495 | 22 | 415 | Approximation of the second | Lincoln | 41292 | 0 migs. | 467 | 7/4 | Storay | 28573 | R mtgs. | 112 |
| Elko | 14831 | 43 | 343 | 1 | Lyon | 88486 | 31 mtgs. | 449 | 74 | Washoe | 407205 | 734 Tr. Doed | 221 |
| Esmeralda | 26291 | 3H deeds | 138-141 | / | Mineral | 76648 | 16 mtgs. | 534-537 | . \ | White Pine | 128126 | 261 3 | 41-344 |
| Eureka | 39602 | 3 | 283 | / | Nye | 47157 | 67 | 163 | N 1 | 5 | | | |

(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.

change in a party making or receiving a payment secured hereby.

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

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.

THIS DEED OF TRUST IS JUNIOR AND SECOND TO A DEED OF TRUST NOW OF RECORD IN FAVOR OF EL DORADO SAVINGS AND LOAN ASSOCIATION IN THE AMOUNT OF \$50,000.00 RECORDED 5-25-83, AS DOCUMENT NO. 080859.

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 Douglas

April 7, 1987

..... personally appeared

before me, a Notary Public,

MEL VANDE BRAKE

who acknowledged that <u>he</u> executed the above instrument.

NOTARY PUBLIC C. ACEVES MARY PUBLIC - KEVADA

SIGHG! AS COUNTY Ay Appt. Expires August 14.7590 SIGNATURE OF TRUSTOR

1 P 15 01

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LAW OFFICES OF HENDERSON & NELSON 164 HUBBARD WAY SUITE B RENO, NEVADA 89502