

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 8703-0639

THIS DEED OF TRUST, made this 10th day of June, 1987, between CHARLES A. PHENIX and BETTY J. PHENIX, husband and wife, herein called TRUSTOR, whose address is 3667 Shawnee Drive, Carson City, Nevada 89701 and

SIERRA LAND TITLE CORPORATION, a Nevada corporation, herein called TRUSTEE, and MERLE NINEMIRE and DOROTHY NINEMIRE, husband and wife, as joint tenants with right of survivorship, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as: Lot 55, as shown on the official map of SIERRA ESTATES recorded in the office of the County Recorder of Douglas County, Nevada, on September 27, 1960, in Book 1 of Maps, as Document No. 16665.

IF TRUSTOR SHALL SELL, CONVEY, OR ALIENATE THE PREMISES, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE WRITTEN CONSENT OF BENEFICIARY, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THE SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS HEREOF, OR ANY OF THEM, BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN THE NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, 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) payment of the sum of \$ 65,450.00 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their corresponding document details.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

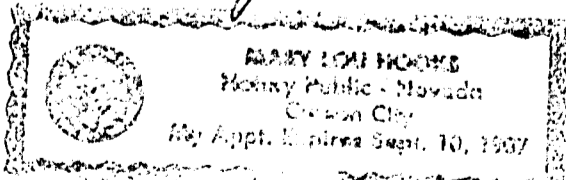
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA }
COUNTY OF Carson City } ss.
On June 10, 1987 personally
appeared before me, a Notary Public,

CHARLES A. PHENIX and
BETTY J. PHENIX,

Charles A. Phenix
BETTY J. PHENIX

who acknowledged that they executed the above instrument.
Signature [Signature] (Notary Public)



WHEN RECORDED MAIL TO:

Mr. and Mrs. Merle Ninemire
2901 Lorraine Street
Carson City, NV 89701

SHEPHERD, WALSH & KEELE
ATTORNEYS AT LAW
CARSON CITY, NEVADA 89701

FOR RECORDER'S USE
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA

'87 JUN 12 P12:25

SUZANNE BEAUBEAU
RECORDED

\$ 500 PAID [Signature] DEPUTY

156432

BOOK 687 PAGE 1712