Escrow No 41279MVM

When recorded mail to: Mr. & Mrs. Chong DEED OF TRUST WITH ASSIGNMENT OF RENTS

415 Kekuanoni Place

Esc. No 4127914CH 19.HCH Honolulu, Hi 96813 THIS DEED OF TRUST, made this \_

13th

March \_ day of \_

\_\_, 19\_\_\_87\_, between

JOHN D. NIGRA and JUDY E. NIGRA, husband and wife

3825 Topaz Ranch Drive, Wellington, Nevada 89444
(Number and Street)

herein called TRUSTOR,

(State)

LAWYERS TITLE OF NORTHERN NEVADA, INC.

herein called TRUSTEE, and

GILBERT B.K. CHONG and JEANETTE K.C. CHONG, 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

described as:

Lot 359, as shwon 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.

A.P.N. 29-183-29

SEE EXHIBIT "A" ATTACHED HERETO FOR "DUE ON SALE" CLAUSE

"THE LIEN OF THIS DEED OF TRUST IS INFERIOR AND SUBORDINATE TO THE LIEN OF THAT CERTAIN DEED OF TRUST EXECUTED BY JOHN D. NIGRA and JUDY E. NIGRA TO LAWYERS TITLE OF NORTHERN NEVADA FOR THE BENEFIT OF G.A. NELSON AND ELLA NELSON DATED JULY 2, 1987, SECURING A PROMISSORY NOTE OF EVENT DATE IN THE AMOUNT OF \$45,000.00 WHICH IS RECORDED CONCURRENTLY HEREWITH.

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 \$ 10,000.00 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.	B00K	PAGE		COUNTY	DOCUMENT No.	BOOK	PAGE	<b>N</b> .	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514	/	AND DESCRIPTION OF THE PERSON	Humboldt	116986	3	83	· //.	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	1	Lander	41172	3	758	.,/	Pershing	57488	28	58
Douglas	24495	22	415	/	Lincoln	41292	O mtgs.	467	No.	Storey	28573	R mtgs.	112
Elko	14831	43	343	ľ	Lyon	88486	31 mtgs.	449	The same of	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141		Mineral	76648	16 mtgs.	534-537	7	White Pine	128126	261 3	341-344
Eureka	39602	3	283		Nye	47157	67	163	7	All Control			

(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

July 16, 1987

\_personally appeared

John D. Nigra and before me, a Notary Public, \_

and Judy E. Nigra

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

CHARLENE L. HANOVER NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Appt. Expires Jan. 27, 1991 MANGEMANDOMANIONAM WAT TA BYSINROTTA

800K 787PAGE 3384

CARSON CITY.OFFICE CARSON CITY, NEVADA 89701 TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE P O BOX 55 ZEPHYR COVE. NEVADA 89448

## DUE ON SALE CLAUSE

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.

REQUESTED BY
LAWYERS TITLE
IN DEFICIAL RECORDS OF
DOUBLES CO. HEVADA

87 JUL 28 A10:42

SUZANNE BEAUDREAU RECORDER

SCOOPART DEPUTY

158874 BOOK 787PAGE 3385