

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of September, 1987, between

JOHN D. NIGRA and JUDY E. NIGRA, Husband and wife
whose address is 3825 Topaz Ranch Drive, Wellington, Nv 89444

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada Corporation

herein called TRUSTEE, and

DAVID C. WAHL and MARGARET A. WAHL, Husband and wife

herein called BENEFICIARY,

as Joint Tenants with right of survivorship

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

Lot 666, 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, in Book 573, Page 1026, as File No. 66512.

A.P.N. 29-262-03

"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, husband and wife to Western title Company, Inc for the Benefit of G.A. Nelson and Ella Nelson, dated September 15, 1987, securing a promissory note of even date in the amount of \$47,000.00 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 \$ 4,450.00 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, 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 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine.

(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

ss.

On October 20, 1987 personally appeared

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

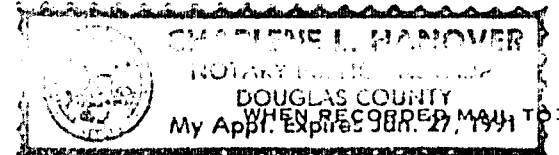
Judy E. Nigra

who acknowledged that they executed the above instrument.

JOHN D. NIGRA

JUDY E. NIGRA

Signature of Charles L. Hanover, NOTARY PUBLIC



Mr. and Mrs. David C. Wahl

P.O. Box 1259

Sebastopol, Ca 95472

FOR RECORDER'S USE

REQUESTED BY WESTERN TITLE COMPANY, INC. IN OFFICIAL RECORDS OF NEVADA

'87 OCT 20 P3:27

SUZANNE SEABOUREAU RECORDER

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DEPUTY BOB 1087 PAGE 2781