## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03=000417-DA

THIS DEED OF TRUST, made this

4th

NOVEMBER

, 1987 , between

GREGORY BERRY and GEORGIA D. BERRY, husband and wife as joint tenants , herein called TRUSTOR,

whose address is 901 Maple Creek Court, Reno, Nevada 89511

(state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

JIM A. ENEARL and LYNN M. ENEARL, husband and wife as Joint Tenants

, 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 2, of IDLE ACRES SUBDIVISION as shown on the Official Map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on April 5, 1960, in Book 1 of Maps, Document No. 15812.

day of

IN THE EVENT TRUSTOR SHALL SELL, CONVEY, OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENE-FICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY 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 the sum of \$ 40,000.00\*\* 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, 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 ficiticious 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:

COUNTY	800K	PAGE	DOC, NO.	COUNTY	воок	PAGE	DOC. NO.
Carson City	Off. Rec.		000 52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off, Rec.		224333	Lyon	Off, Rec.		0104086
Clark	861226 Off, Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off, Rec.	2432	147018	Nye	558 Off, Rec.	075	173588
Elko	545 Off, Rec.	316	223111	Pershing	187 Off, Rec.	179	151646
Esmeralda	110 Off, Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off Rec	034	137077	1 1			

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 pruposes 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.

GREGORY BERRA

GEORGIA D.

STATE OF NEVADA **DOUGLAS** COUNTY OF \_ NOVEMBER 4 1987 personally appeared before me, a Notary Public,

\*\*GREGORY BERRY and GEORGIA

BERRY\*\*

the Vexecuted the above instrument. who acknowledged that ..

JUDITH A. BISHOP Notary Public State of Nevada **Douglas County** ent Expires August 31, 1990 My Appa

WHEN RECORDED MAIL TO:

Mr. & Mrs. Jim A. EnEarl

Rte 3, Box 668

SHEERIN WALSH A KEELE ATTORGETS AT LAW

CARSON CITY NEVADA 89707 PO BOA 1327 GARDSERVILLE SEVADA 69410 Minden, Nevada 89423

FOR RECORDER'S USE

STEWART TITLE OF DOUGLAS COUNTY

IN DESICIAL RECORDS OF DOUGLAS COUNEVADA

'87 NOV -4 P3:24

BERRY

SUZANAE BEAUDREAU RECORDER

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