

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-000472 DA

THIS DEED OF TRUST, made this 1st day of March, 1988, between Beverly Brown Butler, Trustee of the Beverly Brown Butler Trust dated December 31, 1976, herein called TRUSTOR,

whose address is P.O.Box 22083, Sacramento, CA 95822 (number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and Henry Huntly Haight III, as Trustee of the Henry Huntly Haight III and Katherine Elizabeth Haight 1982 Family Trust, 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:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE FOR LEGAL DESCRIPTION.

Upon recordation of a parcel split (two parcels), and principal reductions of the Note secured by this Deed of Trust in the amount of \$80,000.00, the house and property on the Northerly parcel will be released.

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 BENEFICIARY 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 \$ 220,000.00 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 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	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				

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 ~~XXXXXX~~ CALIFORNIA }
COUNTY OF Sacramento } ss.

On February 10, 1988 personally

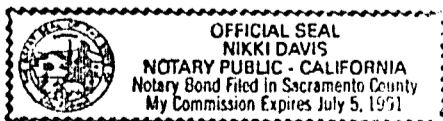
appeared before me, a Notary Public,

Beverly B. Butler:

Beverly Brown Butler
Beverly Brown Butler, Trustee
Beverly Brown Butler Trust

who acknowledged that she executed the above instrument.

Signature *Nikki Davis*
(Notary Public)



WHEN RECORDED MAIL TO:

Henry Huntly Haight, III

P.O.Box 316

Genoa, NV 89411

FOR RECORDER'S USE

174455
BOOK 388 PAGE 2096

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 9 and 10, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Section 10, T. 13N., R. 19E., M.D.B. & M.; thence South $05^{\circ}30'43''$ East, 1326.13 feet, more or less to the Northwest corner of Assessors's Parcel No. 17-073-04 per Document No. 66291, Douglas County, Nevada, Recorder's Office; thence along the Westerly line of said Assessor's Parcel No. 17-073-04 and along the Easterly right-of-way of Main Street, South $24^{\circ}11'02''$ West, the record distance of 333.34 feet, more or less, continuing South $24^{\circ}11'02''$ West, 50.28 feet to THE POINT OF BEGINNING; thence South $71^{\circ}43'51''$ East, 340.39 feet; thence South $20^{\circ}53'11''$ West, 466.08 feet to the Northerly line of Sierra Shadows Subdivision, Document No. 45811, Douglas County, Nevada, Recorder's Office; thence along the Northerly line of Sierra Shadows Subdivision North $71^{\circ}18'58''$ West 368.21 feet, more or less to the Easterly right-of-way line of Main Street; thence along the Easterly right-of-way line of Main Street and along the westerly line of Lots 1, 2, 3, 4, 5, 6, and 7 in Block 13, Genoa Township, as per official map of September, 1874, North $24^{\circ}19'05''$ East, 515.80 feet, more or less to THE POINT OF BEGINNING.

Reference is made to Record of Survey Map recorded May 15, 1987 in Book 587 at Page 1393, as Document No. 154806, Douglas County Records. Said Survey reflects a boundary line adjustment and does not create any new parcels.

Assessment Parcel No. 17-084-01 and 17-084-09

2-9-88
RM/cb

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'88 MAR 15 P3:43

SUZANNE BEAUDREAU
RECORDER

\$6- PAID *SM* DEPUTY **174455**
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