

Security Agreement and  
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-000459 DA

THIS DEED OF TRUST, made this 2nd day of February, 1988, between  
MICHAEL L. MUSE and Brenda L. MUSE, husband and wife as Joint Tenants  
, herein called TRUSTOR,

whose address is 3790 Andesite, Wellington, NV 89444  
(number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and Robert J. Burke,  
Garry R. Burke, Linda M. Burke, Susan K. Knopp and Gayle A. Williams, as  
tenants-in-common, 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:

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

Being all of Lot 16, in Block J, as shown on the map entitled TOPAZ  
RANCH ESTATES, UNIT NO. 4, filed for record November 16, 1970, in the  
Office of the County Recorder of Douglas County, Nevada, as Document  
No. 50212.

APN 37-451-03.

SECURITY AGREEMENT FOR MOBILE HOME ATTACHED HERETO AND MADE A PART HEREOF  
AS "EXHIBIT A".

THIS DOCUMENT IS SIGNED IN COUNTER PART AND IS DEEMED TO BE A SINGLE INSTRUMENT

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 \$ 45,000.00 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 with-in agreement 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 Douglas } ss.

On March 21, 1988 personally  
appeared before me, a Notary Public,

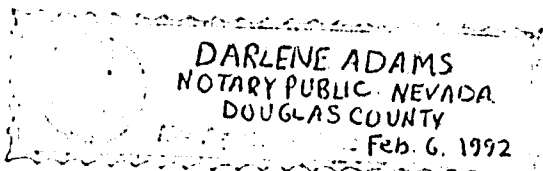
Brenda L. Muse

Michael L. Muse

who acknowledged that she executed the above instrument.

Signature Darlene Adams  
(Notary Public)

Brenda L. Muse  
Brenda L. Muse



WHEN RECORDED MAIL TO:

Statewide Trust Deed Services

5290 Terminal Wy, Ste 243

Reno, NV 89502

FOR RECORDER'S USE

174802

BOOK 388 PAGE 2806

**Security Agreement and  
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

ORDER NO.: 03-000459 DA

THIS DEED OF TRUST, made this 2nd day of \_\_\_\_\_, 19\_\_\_\_, between  
MICHAEL L. MUSE and BRENDA L. MUSE, husband and wife as Joint Tenants  
herein called TRUSTOR,

whose address is \_\_\_\_\_ (number and street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and Robert J. Burke, Garry R. Burke, Linda M. Burke, Susan K. Knopp and Gayle A. Williams, as tenants-in-common, 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:

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

Being all of Lot 16, in Block J, as shown on the map entitled TOPAZ RANCH ESTATES, UNIT NO. 4, filed for record November 16, 1970, in the Office of the County Recorder of Douglas County, Nevada, as Document No. 50212.

APN 37-451-03.

SECURITY AGREEMENT FOR MOBILE HOME ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

THIS DOCUMENT IS SIGNED IN COUNTER PART AND IS DEEMED TO BE A SINGLE INSTRUMENT.

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 \$ 45,000.00 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.

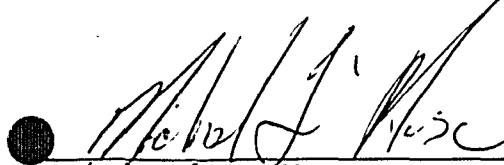
To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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
Eiko	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.

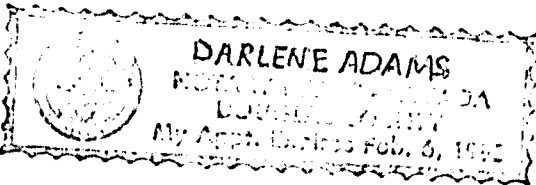
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA }  
COUNTY OF Douglas } ss.  
On March 21, 1988 personally  
appeared before me, a Notary Public,  
Michael L. Muse

  
\_\_\_\_\_  
Michael L. Muse

who acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the above instrument.  
Signature Darlene Adams  
(Notary Public)

  
\_\_\_\_\_  
Brenda L. Muse



WHEN RECORDED MAIL TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR RECORDER'S USE

**174802**  
BOOK 388 PAGE 2807

1. The rights and remedies of Beneficiary upon the occurrence of one or more default by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to an extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order;

(a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

(b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

2. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code--Secured Transactions.

3. If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) All the real property and all the personal property may be sold, in manner and at the time and place provided in provision B-6 of this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combination of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

4. If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104,9507, both inclusive.

5. As to the mobile home collateral:

(a) Trustor acknowledges that collateral is classified as consumer goods

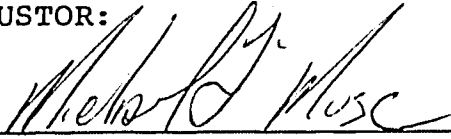
(b) Trustor will pay all real estate taxes and assessments due against the mobile home.

(c) The mobile home will be insured by Trustor against all risks commonly insured by owners of like collateral and those which Beneficiary may designate, with policies acceptable to Beneficiary and with both Trustor and Beneficiary as named insureds thereunder as their interest may appear. The limits of the all risk policy shall be in a reasonable amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.

If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:



Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_

COPY

If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

\_\_\_\_\_  
Michael L. Muse  
*Brenda L. Muse*  
\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
Robert J. Burke  
\_\_\_\_\_  
Garry R. Burke  
\_\_\_\_\_  
Linda M. Burke  
\_\_\_\_\_  
Susan K. Knopp  
\_\_\_\_\_  
Gayle A. Williams



If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

\_\_\_\_\_  
Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
Robert J. Burke

● Garry R. Burke  
Garry R. Burke

\_\_\_\_\_  
Linda M. Burke

\_\_\_\_\_  
Susan K. Knopp

\_\_\_\_\_  
Gayle A. Williams





If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

\_\_\_\_\_  
Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

● Robert J. Burke  
Robert J. Burke

\_\_\_\_\_  
Garry R. Burke

\_\_\_\_\_  
Linda M. Burke

\_\_\_\_\_  
Susan K. Knopp

\_\_\_\_\_  
Gayle A. Williams

If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

\_\_\_\_\_  
Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
Robert J. Burke

\_\_\_\_\_  
Garry R. Burke

● Linda M. Burke  
Linda M. Burke

\_\_\_\_\_  
Susan K. Knopp

\_\_\_\_\_  
Gayle A. Williams

174802

BOOK 388 PAGE 2813



If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NY 89444 without the prior written consent of the Beneficiary.

TRUSTORS:

\_\_\_\_\_  
Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
Robert J. Burke

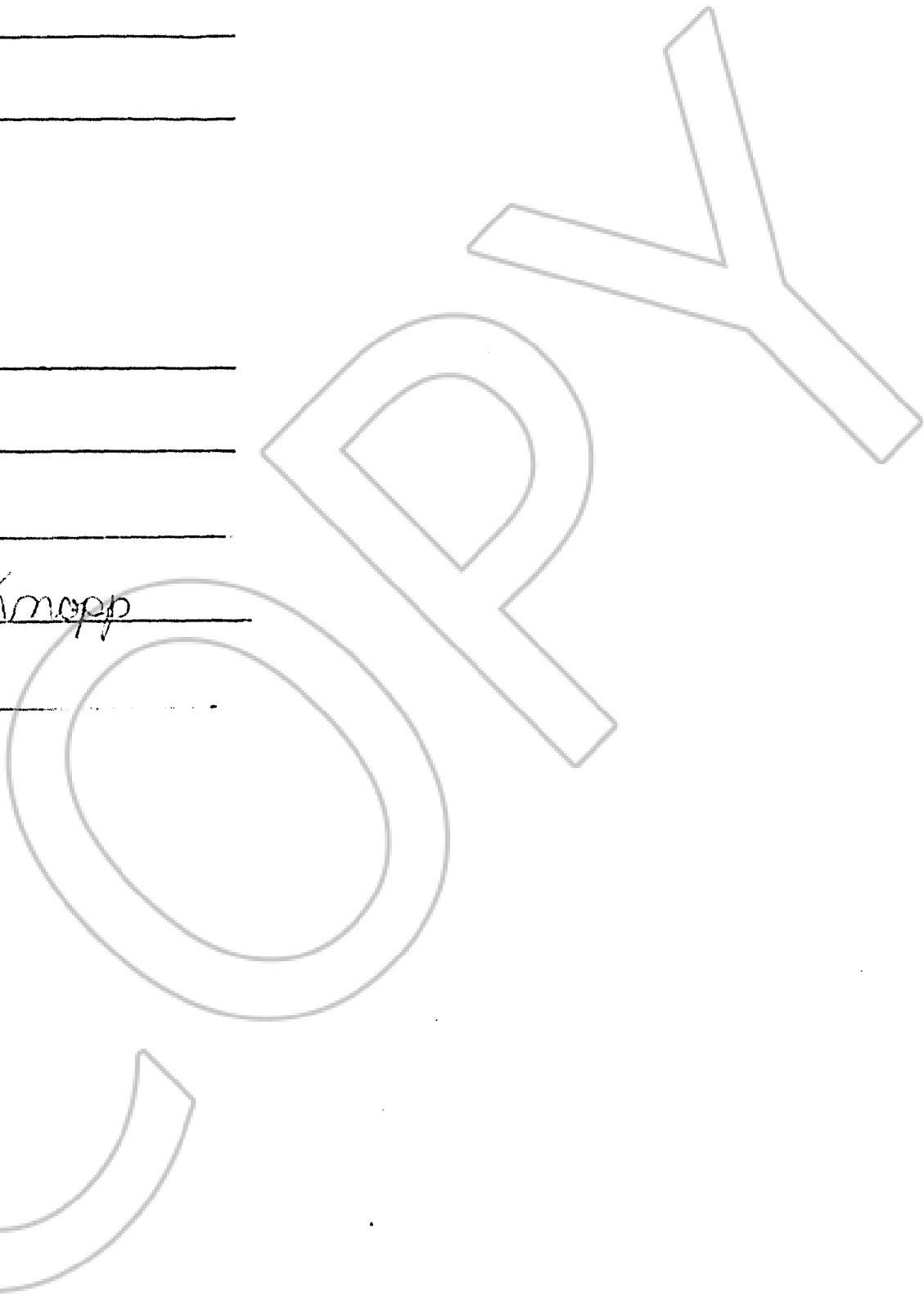
\_\_\_\_\_  
Garry R. Burke

\_\_\_\_\_  
Linda M. Burke

\_\_\_\_\_  
*Susan K. Knopp*

\_\_\_\_\_  
Susan K. Knopp

\_\_\_\_\_  
Gayle A. Williams



If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 3790 Andesite, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

\_\_\_\_\_  
Michael L. Muse

\_\_\_\_\_  
Brenda L. Muse

BENEFICIARY:

\_\_\_\_\_  
Robert J. Burke

\_\_\_\_\_  
Garry R. Burke

\_\_\_\_\_  
Linda M. Burke

\_\_\_\_\_  
Susan K. Knopp

*Gayle Williams*  
\_\_\_\_\_  
Gayle A. Williams

COPIES

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

'88 MAR 22 P12:50

SUZANNE BEAUDREAU  
RECORDER

*PAID* DEPUTY

174802

BOOK 388 PAGE 2815