

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made March 9, 1988 between

JOHN D. NIGRA, an unmarried man, dba John D. Nigra Construction, TRUSTOR,

whose address is 3825 Topaz Ranch Drive - Wellington, Nevada 89444 (Number and Street) (City) (State/Zip)

First Nevada Title Company, a Nevada corporation, TRUSTEE, and

JOHN R. BURGMAN, an unmarried man, BENEFICIARY,

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

(unincorporated area), County of Douglas, State of NEVADA described as:

Lot 64, as shown on the Map of Gardnerville Ranchos Unit No. 6, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 29, 1973, Document No. 66512.

Assessor's Parcel No. 29-223-07

It is understood that in the event Trustors herein sells or conveys or contracts to sell or convey the herein described property or any interest therein or in the event title thereto passes by operation of law or by enforcement of an obligation, all sums secured hereby shall, at the option of the then holder of the indebtedness secured hereby, become immediately due and payable.

The Note secured by this Deed of Trust contains a prepayment penalty.

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 sum of \$ 60,000.00 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

Table with columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective deed records.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA)
County of Douglas) ss.

Signature of Trustor
John D. Nigra, dba John D. Nigra Construction

On March 16, 1988

personally appeared before me, a Notary Public,
John D. Nigra

who acknowledged that he executed the above instrument.
Notary Public

When Recorded Mail To: John R. Burgman
781-A Wagon Drive
Gardnerville, Nevada 89410

FOR RECORDER'S USE
TEREASA A. FOX
Notary Public - Nevada
Douglas County
My Appointment Expires Nov. 1, 1989
BOOK 488 PAGE 018 175435

COPY

REQUESTED BY
FIRST NEVADA TITLE COMPANY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'88 APR -1 AM 1:24

SUZANNE BEAUDREAU
RECORDER

\$16⁰⁰ PAID *Bh* DEPUTY

175435

BOOK 488 PAGE 019