

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 21st day of June, 1988 between GARY A. PETERSON AND DOROTHY PETERSON, husband and wife and THOMAS L. PETERSON, an unmarried man, TRUSTOR, whose address is P.O. Box 2126 Gardnerville, Nevada 89410 (Number and Street) (City) (State/Zip)

First Nevada Title Company, a Nevada corporation, TRUSTEE, and R. JAMES SMETS AND M. ANNETTE SMETS, husband and wife, as Joint Tenants with right of survivorship, BENEFICIARY, WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

County of Douglas, State of NEVADA described as:

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

It is the intent of the trustors herein to record a parcel map and the beneficiary herein hereby agrees to execute partial reconveyances upon the payment of \$2,700.00 per acre provided however that the trustors are not in default and provided that there is no expense to the beneficiary.

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 \$ 110,000.00 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 7 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists recording information for various counties including Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine.

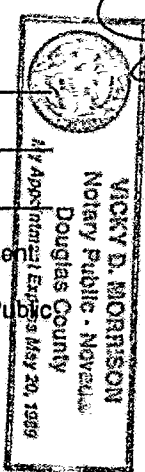
shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made 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 ) Signature of Trustor ) ss. ) GARY A. PETERSON ) DOROTHY PETERSON ) THOMAS L. PETERSON ) County of Douglas ) On June 29, 1988 ) personally appeared before me, a Notary Public, Gary A. Peterson, Dorothy Peterson and Thomas L. Peterson

who acknowledged that they executed the above instrument

Notary Public



FOR RECORDER'S USE

When Recorded Mail To: R. James Smets 110 S. Mesa Dr. #10 Mesa, AZ 85210

181220 BOOK 688 PAGE 4577

## DESCRIPTION SHEET

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 a portion of the North one-half of Section 35, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 35 as shown on the Record of Survey map filed within the Official Records of Douglas County, Nevada as Book 1280, Page 1510, Document No. 51917; thence North  $89^{\circ}59'30''$  West, 2664.13 feet to the POINT OF BEGINNING being the Northeast corner of Parcel 7; thence South  $26^{\circ}55'40''$  East, 1478.36 feet; thence South  $89^{\circ}55'41''$  West, 663.41 feet to the Southwest corner of Parcel 6A; thence South  $89^{\circ}55'26''$  West, 1171.34 feet; thence North  $15^{\circ}27'26''$  West, 609.34 feet; thence North  $0^{\circ}20'05''$  West, 496.05 feet; thence North  $23^{\circ}14'34''$  East, 186.99 feet; thence North  $21^{\circ}24'31''$  West, 69.82 feet; thence South  $89^{\circ}59'30''$  East, 1282.38 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 23-290-18

This legal describes Parcels 6A and 7 combined, as shown on Map No. 51917. The Westerly boundary line of Parcel 7 deviates from record due to a lot line adjustment recorded in Book 382, Page 1245 of the Official Records of Douglas County, Nevada.

TOGETHER WITH all those portions of said lands Quitclaimed to R. James Smets, etux, in instruments recorded March 8, 1988, Book 388, Pages 1064 and 1069 as Document Nos. 173955 and 173957 of Official Records.

FURTHER, TOGETHER WITH all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the Office of the County Recorder of Douglas County, Nevada, on December 23, 1980 in Book 1280, Page 1510, as Document No. 51917.

REQUESTED BY  
FIRST NEVADA TITLE COMPANY  
OFFICIAL RECORDS OF  
CLERK OF COUNTY OF DOUGLAS, NEVADA

'88 JUN 29 P3:58

CLERK OF COUNTY OF DOUGLAS  
RECORDER

181220

PAID *He* DEPUTY

BOOK 688 PAGE 4578