

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16<sup>th</sup> day of August, 1988, between

VIRGINIA A. HOLMAN, a widow, THOMAS E. KUBENY, a married man, as his sole and separate property

whose address is 1245 SPATTER CONE, WELLINGTON, NV 89444 (Number and Street) (City) (State)

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC.

herein called TRUSTEE, and

JOHN E. PEVERLY and NINA SUE PEVERLY, husband and wife, as joint tenants, with rights survivorship Secured Party herein called BENEFICIARY, and

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

(a) Certain real property in the county of Douglas,, State of Nevada, described as: Lot 89, as shown on the map of TOPAZ RANCH UNIT NO. 2, as filed in the office of the County Recorder of Douglas County, Nevada, on February 20, 1967, in Book 47, page 761, as Document No. 35464. APN 37-200-16

(b) That certain personal property that is particularly described as follows: one 1972, Fleetwood moible home, I.D. #S5690, 60'x12'.

to further protect the security of this Deed of Trust with respect to the collateral above-described, Trustor expressly agrees that the covenants and agreements set forth in Exhibit "A" attached hereto and incorpoated herein by reference, shall inure to and bind parties hereto.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 25,000.00 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page numbers.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

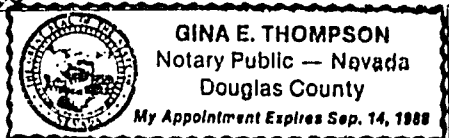
The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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 August 16, 1988 personally appeared before me, a Notary Public, Virginia A Holman and Thomas E Kubeny who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR Virginia A. Holman Virginia A. Holman Thomas E. Kubeny Thomas E. Kubeny

Gina E Thompson NOTARY PUBLIC



FOR RECORDER'S USE

WHEN RECORDED MAIL TO: JOHN E. & NINA SUE PEVERLY 1235 SPATTER CONE WELLINGTON, NV 89444

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August 14, 1988

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 1245 Spatter Cone Road, Wellington, NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

Virginia A. Holman  
Virginia A. Holman

Thomas E. Kubeny  
Thomas E. Kubeny

BENEFICIARY:

John L. Beverly

Mina L. Beverly

REQUESTED BY  
WESTERN TITLE COMPANY, INC.

OFFICIAL RECORDS OF  
CLERK OF SUPERIOR COURT, NEVADA

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UZANNE BEAUDREAU  
RECORDER

700 PAID Bl DEPUTY CLERK

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