

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18th day of October, 1988, between

GLEN E. JONES and ARLYNN A. JONES, Husband and wife herein called TRUSTOR, whose address is P.O. Box 1104, Bishop, Ca 93514 (Number and Street) (City) (State) WESTERN TITLE COMPANY, INC., a Nevada Corporation herein called TRUSTEE, and

CHARLES A. MILK and BEVERLY MILK, Husband and Wife herein called BENEFICIARY, as Joint Tenants with right of survivorship WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Douglas County, Nevada

Lot 10, in Block Q, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed in the Office of the County Recorder of Douglas County, Nevada, on November 16, 1970 in Book 1 of Maps, Page 224 as Document No. 50212. A.P.N. 37-352-02

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

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 \$ 8,500.00 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, and Humboldt with their respective document numbers and page references.

(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 Notary Public ss. On October 21, 1988 personally appeared before me, a Notary Public, Glen E. Jones and Arlynn A. Jones who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR GLEN E. JONES ARLYNN A. JONES

Notary Public

WHEN RECORDED MAIL TO: Mr. and Mrs. Milk Box 2182 Sierra Vista, Arizona 85636

FOR RECORDER'S USE NANCY J. BEAUREGARD Notary Public California Principal Office In INYO COUNTY Sept. 9, 1985 Sept. 8, 1989 189408 BOOK 1088 PAGE 3430

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'88 OCT 26 P12 :29

SUZANNE BEAUDREAU
RECORDER
\$ 6⁰⁰ PAID Bh DEPUTY

189408

BOOK **1088** PAGE **3431**