DEED OF TRUST WITH ASSIGNMENT OF RENTS ORDER NO. 44578 MCA THIS DEED OF TRUST, made this \_\_ 24th \_\_\_\_ 19<u>88</u> between \_\_ oay o! \_\_ MIKE HICKEY CONSTRUCTION CO., INC., a Nevada corporation herein called TRUSTOR, P.O. Box 1420 89423 Minden. NV. whose address is (City) (Number and Street) (State) WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST herein called BENEFICIARY. WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to-wit: , as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 27,1974, as File No. 72456. Should the Trustor hereunder voluntarily sell, assign, convey, transfer, or otherwise dispose of the property, or any part thereof, which is encumbered hereby, or enter into a land sale contract or permit itself to be divested of equitable or record title, without the prior written consent of the holder of the Note secured hereby, then irrespective of the maturity dated in such Note, the holder of the Note shall have the right, at the option of the holder, to declare all sums owing thereunder immediately due and payable. 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 s 12,482.60\*\*\*\*\*\* 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.: PAGE PAGE COUNTY DOCUMENT No BOOK COUNTY COUNTY DOCUMENT No. BOOK PAGE DOCUMENT No. BOOK 23 72637 102 116986 Clari 413967 514 Humbold: Ormsby 19 104132 24495 58 112 34 mips 22 Persame 591 Lance: 41172 75£ 57488 28 Storey 41292 28573 415 O mişt Doesus Fist 14831 43 343 Lyps 88485 31 miss 449 Washo 407205 734 Tr. Deed 221 76648 47157 534-537 128126 163 283 Eureza 39602 Nyt (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 SIGNATURE OF TRUSTOR STATE OF NEVADA County of Douglas WIKE HICKEY CONSTRUCTION personally appeared DENT HICKEY. BA . YXMES **JAMES** М. HICKEY KNOWN TO before me, a Notary Public. BE THE PRESIDENT AND WHO who acknowledged that HE\_ executed the above instrument. FOR RECORDER'S USE NOTARY PUBLIC C. ACEVES NOTARY PUBLIC - NEVADA DOUGLAS COUNTY Mywhien Recorded Mail41990

KARSTEN REALTY ADVISORS

12121 Wilshire Blvd., #900

Los Angeles, CA. 90025

PEQUESI TO PY WESTERN TITLE COMPANY, INC.

IN OFFICIAL F ORDS OF DOUGLAS CO., NEVADA

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