DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:

P.O. Box 1005

SHADY COVE, OREGON 97539

THIS DEED OF TRUST, made this 7th day of November _____, 19<u>88</u>, between

WILLIAM H. PARNELL AND FRANCES J. PARNELL, husband and wife

whose address is

P.O. Box 2098

Gardnerville, NV.

herein called TRUSTOR,

(Number and Street)

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

ANNA MAY CHISHOLM, a widow

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS RETERENCE

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 \$ 5,000.00******* 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.:

| COUNTY | DOCUMENT No. | BOOK | PAGE | APP . | COUNTY | DOCUMENT N | o. BOOK | PAGE | ************************************** | COUNTY | DOCUMENT No. | BOOK | PAGE |
|-----------|--------------|----------|---------|-------|----------|------------|----------|---------|---|------------|--------------|--------------|---------|
| Clark | 413987 | 514 | | / | Humboldt | 116986 | 3 | 83 | "The sales of the | Ormsby | 72637 | 19 | 102 |
| Churchill | 104132 | 34 mtgs. | 591 🥒 | 1 | Lander | 41172 | 3. | 758 | · 1 | Pershing | 57488 | 28 | 58 |
| Douglas | 24495 | 22 | 415 | | Lincoln | 41292 | O mtgs. | 467 | V 1 | Storey | 28573 | R migs. | 112 |
| Elko | 14831 | 43 | 343 | / | Lyon | 88486 | 31 migs. | 449 | N | Washoe | 407205 | 734 Tr. Deed | 221 |
| Esmeralda | 26291 | 3H deeds | 138-141 | / | Mineral | 76648 | 16 mtgs | 534-537 | 7/4 | White Pine | 128126 | 261 | 341-344 |
| Eureka | 39602 | 3 | 283 | | Nyc | 47157 | 67 | 163 | N 2 | P. | | | |

(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

STATE OF MY////// California COUNTY OF

San Diego

On November 9, 1988 ...personally appeared

before me, a Notary Public,

Frances J. Parnell, only

who acknowledged that ___she executed the above instrument.

NOTARY PUBLI

SIGNATURE OF TRUSTOR

WILLIAM H. PARNELL

FRANCES J. PARNELL

OFFICIAL SEA MICHELLE P. LaNIER NOTARY PUBLIC - CALIFORNI PRINCIPAL CET NO. SAN DIEGO COUNTY DINCIPAL OFFICE IN mission Exp. August 7, 1992

MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE 303 EAST PROCTOR STREET CARSON CITY, REVADA 89701 TELEPRORE (703) 882-4517

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epin 1188 rune 2046

EXHIBIT "A"

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 173, as shown on the map of TOPAZ RANCH ESTATES 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.

A.P.N. 37-254-09

| STATE | OF | NEVADA, | |
|-------|----|---------|--|
| | | | |

County of Douglas.....

on ... November 15, 1988

Shari Downing

a Notary Public (or judge or other officer, as the case may be),

WILLIAM H. PARNELL

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office

in the Country Douglas the day and fear

Signature of Notary

SHARI DOWNING Notary Public - Nevada Douglas County My Appointment Expires Jun. 3, 1992

MORRILL AND MACHABEE, INC. FORM NO. 36 M (ACKNOWLEDGMENT GENERAL)

..... personally appeared before me,

WESTERN TITLE COMPANY, INC. IN OFFICIAL FOURDS OF DOUGLAS CC MEVADA

'88 NOV 15 P3:56

SUZANNE BEAUDREAU RECORDER

5 6.00 PAID OK DEPUTY

PRELIM

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300x 1188 PAGE 2047