#44753 NJC

DEED OF TRUST WITH ASSIGNMENT OF RENTS and Security Agreement

THIS DEED OF TRUST, made this 28th day of	November , 19 <u>88</u> between
DONALD E. DODDS, an unmarried man, and JOLENE B.	HAUFF, an unmarried woman
whose address is 1400 Albite Road, Wellington, NV 89444 (Number and Street)	herein called TRUSTOR, (City) (State)
WESTERN TITLE COMPANY, INC., a Nevada	herein called TRUSTEE, and
JACQUELINE JEANNE KRAMM, a single woman herein called Beneficiary and Secured Party WITNESSETH: That Trustor grants to Trustee in trust, with power of sale.xtox the following collateral: (1) Certain real property in the County of Douglas, Stated I, in Block E, as shown on the map of TOPAZ RANCH ES of the County Recorder of Douglas County, Nevada, on Nov page 224, as Document No. 50212. APN 37-461-11 (b) That certain personal property that is particularly One 1973 Broadmore mobile home, I.D. #NH69853 S 0063. To further protect the security of this Deed ofTrust with described Trustor expressly agrees taht the covenants are attached hereto, and incorproated herein by reference, shereto.	ate of Nevada, described as: STATES UNIT NO. 4, filed in the office vember 16, 1970, in Book 1 of Maps, y described as follows: th respect to the collateral above— nd agreements set forth in Exhibit "A"
Together with the tenements, hereditaments and appurtenances thereunto believe remainder and remainders, rents, issues and profits thereof, subject, however, to the and without waiver of such default, to collect said rents, issues and profits by any lawl collection, to any indebtedness secured hereby	right of Beneficiary, during any period of default herounder
For the purpose of securing (1) payment of the sum of \$ 39,000.00 note or notes of even date herewith made by Trustor, payable to order of Beneficiary, are of each agreement of Trustor incorporated herein by reference or contained herein, (3 hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a pipeling of Trust.	I) Dayment of additional sums and interest thereon which may
To protect the security of this Deed of Trust, Trustor agrees: By the execution and that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the county recorder of the county where said property is located, noted below opposite	e page, or document No. of Official Records in the Office of
COUNTY DOCUMENT No. BOOK PAGE COUNTY DOCUMENT No. BOOK Clark 413987 514 Hembolt 116986 3 Cherchil 104132 34 migs 591 Lander 41172 3 Douglas 24495 22 415 Lincoln 41292 0 migs Elho 14831 43 343 Lyoa 89486 31 migs	PAGE COUNTY DOCUMENT No BOOK PAGE 83 Ormsby 72637 19 102 758 Pershing 57483 28 58 467 Storey 28573 R mtgs 112 449 Washoe 407205 734 Tr Deed 221 534-537 White Pine 128126 261 341-344
(which provisions, identical in all counties, are printed on the reverse hereof) hereby a as fully as though set forth herein at length; that he will observe and perform said proparties in said provisions shall be construed to refer to the property, obligations, and parties in said provisions.	are adopted and incorporated herein and made a part hereof visions; and that the references to property, obligations, and rities set forth in this Deed of Trust.
Beneficiary or the collection agent appointed by Beneficiary may charge a fee of 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 re-	quired 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 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	
set forth STATE OF NEVADA	SIGNATURE OF TRUSTOR
Douglas County) 216
On November 28, 1988 personally appeared Dona	It E. Dodds
Donald E. Dodds & Jolene B. Hauff who acknowledged that they executed the above instrument.	oline B that
Jole (Jole)	he B. Hauff
Judy A. Coclich WHEN RECORDED MAIL TO	FOR RECORDER'S USE
Jacqueline Jeanne Kramm 4824 T Street,Sacramento, CA 95819	
	191746
	som 1188 cm 4379

- 1. The rights and remedies of Beneficiary upon the occurence 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 excerise 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 sovers 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 Commencial 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 reasonal amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.

Page 1 of 2 pages

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 it present location of 1400 Albite Rd. Wellington. NV 89444 without the prior written consent of the Beneficiary.

TRUSTOR:

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Jolene B.

BENEFICIARY:

Jacqueline Jeanne Kramm

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

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SUZANNE BEAUDREAU

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