

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

3

ORDER NO.: 02-001499

THIS DEED OF TRUST, made this 15th day of December, 19 88, between ERNEST L. DELK, a married man, as his sole and separate property, herein called TRUSTOR, whose address is P. O. Box 10718, Zephyr Cove, Nevada 89448 (number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and DONALD ARII and SHIGEKO ARII, husband and wife, AS JOINT TENANTS, with right of survivorship, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS County, Nevada, described as:

Lot 84, as shown on the Official Map of Zephyr Knolls Subdivision Unit No. 4, filed in the Office of the County Recorder of Douglas County, Nevada, on October 14, 1957 as Document No. 12699.

AP#05-141-09

DUE ON SALE CLAUSE:

IN THE EVENT THAT TRUSTOR SHALL SELL OR CONTRACT TO SELL THE PARCEL OF LAND HEREBY ENCUMBERED WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF BENEFICIARY, THE BALANCE OF PRINCIPAL AND INTEREST THAT SHALL THEN REMAIN UNPAID ON THE OBLIGATION HEREIN SHALL FORTHWITH BECOME DUE AND PAYABLE ALTHOUGH THE TIME OF MATURITY AS EXPRESSED THEREIN SHALL NOT HAVE ARRIVED.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the the sum of \$ 8,373.00 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various Nevada counties and their corresponding deed records.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 December 16, 1988 personally
appeared before me, a Notary Public,
Ernest L. Delk

Ernest L. Delk
ERNEST L. DELK

who acknowledge that he executed the above instrument.
Signature Marilyn L. Bigham (Notary Public)

MARILYN L. BIGHAM
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES NOV. 6, 1991

JEFFREY L. HARTMAN
ATTORNEY AT LAW
219 WEST SHARPS LANE
SPRINGFIELD, NEVADA 89508

WHEN RECORDED MAIL TO:
Mr. and Mrs. Donald Arii
26522 Dunwood Road
Rolling Hills Estates, California 90274

FOR RECORDER'S USE
REQUESTED BY STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA
'88 DEC 22 P1:40
SUZANNE BEAUDREAU RECORDER 193147
\$5.00 PAID DEPUTY BOOK 1288 PAGE 3099