SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-000992 DA

(zip)

(state)

, 19 88, between November THIS DEED OF TRUST, made this 18th day of George A. Straling and Patricia A. Straling, husband and wife as , herein called TRUSTOR, Joint Tenants 3842 Hackett Avenue, Long Beach, CA 90808 (number and street) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

Gary L. Westergaard and Pauline F. Westergaard, husband and wife as , herein called BENEFICIARY, Joint Tenants

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

Lot 30, Block E, as said Lot and Block are shown on that Map entitled COUNTRY LANE SUBDIVISION, recorded February 4, 1981, in Book 281, of Official Records, at Page 242, Douglas County, Nevada, as Document No. 53226.

APN 27-730-12.

whose address is

Reserving therefrom any and all surface water rights belonging to the Alpine Land and Reservoir Co., Inc., a Nevada corporation.

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 sum of s 55,000.00 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, 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 ficiticious 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:

| COLUNITY | воок | PAGE | DOC. NO | COUNTY | BOOK | PAGE | DOC. NO. |
|-------------|------------------|-------|-----------|------------|----------------|------|----------|
| COUNTY | | 1704 | 000 52876 | Lincoln | 73 Off, Rec. | 248 | 86043 |
| Carson City | Off, Rec. | | | 7L | 196 - 1 1 30 1 | | 0104086 |
| Churchill | Off, Rec. | | 224333 | Lyon | Off, Rec. | | |
| | 861226 Off. Rec. | | 00857 | Mineral | 112 Off, Rec. | 352 | 078762 |
| Clark | | - 400 | | Nyo | 558 Off, Rec. | 075 | 173588 |
| Douglas | 1286 Off, Rec. | 2432 | 147018 | | | 179 | 151646 |
| Elko | 545 Off, Rec. | 316 | 223111 | Pershing | 187 Off. Rec. | | |
| | 110 Off. Rec. | 244 | 109321 | Storey | 055 Off, Rec. | 555 | 58904 |
| Esmeralda | | | | Washoe | 2464 Off, Rec. | 0571 | 1126264 |
| Eureka | 153 Off. Rec. | 187 | 106692 | | | | 241215 |
| Humboldt | 223 Off, Rec. | 781 | 266200 | White Pine | 104 Off, Rec. | 531 | 241213 |
| | 279 Off. Rec. | 034 | 137077 | / / | | | |
| Lander | 275 OH, NOC. | 054 | | / / | | | |

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 shall inure to and pind 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 pruposes 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 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 HETTER CALIFORNIA SS COUNTY OF LOS ANGELES 13, 1988 December personally appeared before me, a Notary Public Geor 6e A. STRAL STRALIN PATRICIA

executed the who acknowledged that

Va (Notary Public) Signature_

OFFICIAL SEAL LINDA L. KLAUS Notary Public-California LOS ANGELES COUNTY

My Coinm. Exp. Oct. 24, 1989

WHEN RECORDED MAIL TO:

M<u>r. & Mrs. Gary L. Westergaa</u>rd

4789 Steele Street

JEPPREY L. HARTHAN

Torrence, CA 90503

| George A. Straling | alin |
|----------------------|------|
| George A. Straling | |
| Total Al | 1 |
| Patricia A. Straling | |

FOR RECORDER'S USE

STEWART RECLES TE DODGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO.. NEVADA

*89 JAN 13 P1:27

SUZANNE BEAUDREAU RECORDER

PAID DEBUTY 189 PAGE 1532