

**SECOND DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made **JANUARY 17, 1989** between

**GEORGE W. JOHNSON and CELIA A. JOHNSON, husband and wife**, TRUSTOR,

whose address is **P.O. Box 4389** **Incline Village,** Nevada **89450**  
(Number and Street) (City) (State/Zip)

**First Nevada Title Company**, a Nevada corporation, TRUSTEE, and  
**ALFRED A. AVEY**, an unmarried man, BENEFICIARY,  
and **SANDRA L. BLANKINSHIP**, an unmarried woman as to an  
**1/2 interest each held as tenants in common**

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

, County of **Douglas**, State of **NEVADA** described as:

**SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF**

In the event the trustor sells, conveys or alienates the within described real property or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

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 \$ **10,000.00\*\*\*\*\*** 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 fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40060	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emerald	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Perching	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	*S* Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA

County of Douglas

On January 17, 1989

personally appeared before me, a Notary Public,

GEORGE W. JOHNSON and

CELIA A. JOHNSON

Signature of Trustor

George W. Johnson  
Celia A. Johnson

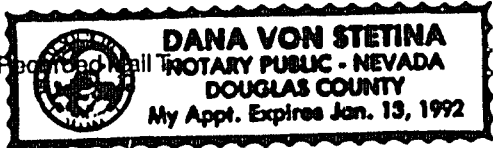
who acknowledged that they executed the above instrument.

Dana Von Stetina Notary Public

Mail to Grantee:

P. O. Box 7543  
Incline Village, Nevada 89450

When Recorded Mail



**194520**

BOOK **189** PAGE **1886**

**EXHIBIT "A"**

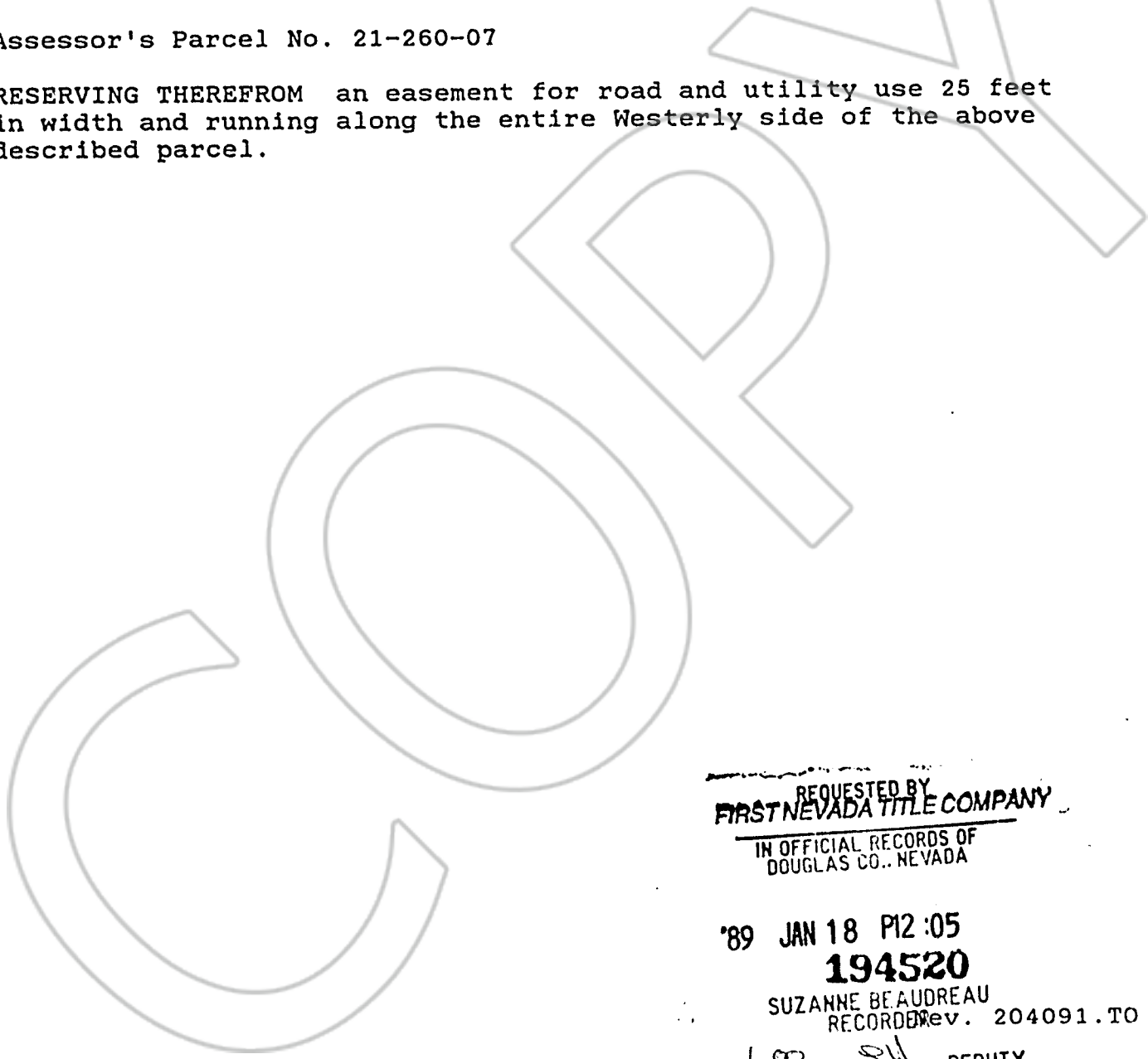
DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Commencing at a point on the North Line of the Southwest 1/4 of the Northwest 1/4 of section 35, Township 14 North, Range 20 East, M.D.B. & M., that bears North 89°57' East a distance of 683.60 feet from the Northwest corner of said Southwest 1/4 of the Northwest 1/4; thence North 89°57' East on said North line of the Southwest 1/4 of the Northwest 1/4 a distance of 213.59 feet to a point; thence South 0°05' East and parallel to the West line of said Section 35 a distance of 204.00 feet to a point; thence South 89°57' West and parallel to the North line of said Southwest 1/4 of the Northwest 1/4 a distance of 213.59 feet to a point; thence North 0°05' West parallel to the said West line of Section 35, a distance of 204.00 feet to the point commencement.

Assessor's Parcel No. 21-260-07

RESERVING THEREFROM an easement for road and utility use 25 feet in width and running along the entire Westerly side of the above described parcel.



REQUESTED BY  
**FIRST NEVADA TITLE COMPANY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'89 JAN 18 P12 :05  
**194520**  
SUZANNE BEAUDREAU  
RECORDER Rev. 204091.T0  
PAID *[Signature]* DEPUTY  
BOOK **189** PAGE **1887**