

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of January, 1989, between HARLAN LEHMAN and MARIE LEHMAN, husband and wife

whose address is General Delivery, Gardnerville, Nevada 89410 (Number and Street) (City) (State) herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and

COLDWELL BANKER, ITILDO, INC., a Nevada corporation, as to an undivided 1/2 interest; and MYERS REALTY, INC., a Nevada corporation, as to an undivided 1/2 interest herein called BENEFICIARY,

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

County of Douglas, State of Nevada, to-wit:

Lot 24, as shown on the official map of FISH SPRINGS ESTATES, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 30, 1973, in Book 873, page 1006, as Document No. 68451.

Further reference is made to Record of Survey recorded September 16, 1987, in Book 987, page 2023, as Document No. 162252, of Official Records of Douglas County, Nevada. APN 35-282-03

This deed of trust is subordinate and junior in lien to that certain deed of trust, executed by Harlan Lehman and Marie Lehman, husband and wife, in favor of Emily M. Barrett, a widow, dated January 27, 1989, recorded on January 31, 1989, in Book 189, at page 4208, as Document No. 195418, Douglas County, Nevada records.

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 \$ 2,760.00 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.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists counties including Clark, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, books, and pages.

(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 set forth.

STATE OF NEVADA

Douglas County

ss.

On January 27, 1989 personally appeared before me, a Notary Public, Harlan Lehman and Marie Lehman

who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR

Handwritten signatures of Harlan Lehman and Marie Lehman.

Marie Lehman

Handwritten signature of Judy A. Cochlich, Notary Public.

NOTARY PUBLIC JUDY A. COCLICH NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Not. Expires Oct. 3, 1991 WHEN RECORDED MAIL TO:

Western Title Company, Inc. 700 Smith Ridge Building A Reno, Nevada 89502 I.C. No. 9131

FOR RECORDER'S USE

REQUESTED BY WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

'89 JAN 31 A11 :25

SUZANNE BEAUDREAU RECORDER 195419

\$5.00 PAID BY DEPUTY BOOK 189 PAGE 4210