

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of February, 1989, between

EUBERT HENRY DeSPAIN JR., An Unmarried Man

herein called TRUSTOR,

whose address is 8015 Cozycroft Avenue, Canoga Park, Ca 91306
(Number and Street) (City) (State)

WESTERN TITLE COMPANY

herein called TRUSTEE, and

CAROLE TERRY, An Unmarried Woman

herein called BENEFICIARY,

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

Lot 3, in Block A, as shown on the Official Map of SIERRA SHADOWS SUBDIVISION, filed for record in the Office of the County Recorder of Douglas County, Nevada, on June 30, 1980, in Book 680, Page 3013, as Document No. 45811.

A.P.N. 17-261-14

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR "DUE ON SALE" CLAUSE

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 \$ 42,000.00 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, 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.:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	116986	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	Lander	41172	3	758	Pershing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	Nye	47157	67	163				

(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.

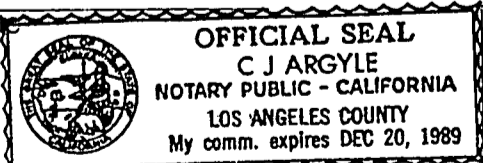
STATE OF ~~NEVADA~~ CALIFORNIA
 COUNTY OF LOS ANGELES ss.

SIGNATURE OF TRUSTOR

On FEBRUARY 22nd, 1989 personally appeared
 before me, a Notary Public, EUBERT HENRY
DeSPAIN JR.
 who acknowledged that HE executed the above instrument.

Eubert Henry DeSpain JR.
 EUBERT HENRY DeSPAIN JR.

C. J. Argyle
 NOTARY PUBLIC



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
Ms. Carole Terry
P.O. Box 300
Glenbrook, Nv 89413

198210
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EXHIBIT "A"

DUE ON SALE CLAUSE

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.

COPY

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

'89 MAR 15 A11 :42

SUZANNE BEAUDREAU
RECORDER
\$6.00 PAID *[Signature]* DEPUTY
BOOK

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