Escrow No 44703MCH

When recorded mail to: Ms. Doll Price, 2500 LA FRANCE, BAKERSFIELD, CA 93304

DEED OF TRUST WITH ASSIGNMENT OF RENTS

•						
THIS DEED OF TRUST, made this	4th	_ day of	April	, 19	89	between

GARY RITTER and MARY RITTER, Husband and Wife P.O. Box 923, Gardnerville, Nv 89410 (Numbor and Street) whose address is

herein called TRUSTOR.

(City)

(State)

WESTERN TITLE COMPANY

herein called TRUSTEE, and

DOLL PRICE, A Widow

herein called BENEFICIARY.

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

Lot 21, in Block J, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed in the office of the County Recorder of Douglas County, Nevada, on November 16, 1970 in Book 1 of Maps, Page 224 as Document No 50212.

A.P.N. 37-433-17

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME SITUATED THEREON:

1981 HILLCREST 24X64, Serial No. 0275-0151-AP A & B

To further protect the Security of this Deed of Trust with respect to the collateral described above, Trustor expressly agrees that the covenants and agreements set forth in Exhibit "A" attached hereto, and made a part hereof by reference, shall inure to and bind the parties hereto.

SEE EXHIBIT "B" ATTACHED HERETO 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 \$45,250.00 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.	800K	PAGE ***		COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514	1	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	N	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	"Marie	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	- >	White Pine	128126	261 .3	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

SIGNATURE OF TRUSTOR

ersonally appeared before me, a Notary Public, Doll

who acknowledged that _____

executed the above instrument.

NOTARY PUBLIC

OFFICIAL SEAT SHARON L. ASHLEY NOTARY PUBLIC - CALIFORNIA KERN COUNTY My Comm. Expires May 26, 1990

MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

200848 500K 489 PAGE 3152

STATE OF NEVADA,	
County ofDouglas	
On	DATE personally appeared before me
	a Notary Public (or judge or other authorized person, as the case may be),
	Gary Ritter and Mary Ritter
,	who acknowledged that he executed the above instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas, the day and year in this certificate first above written. Mattheway Signature of Notary	CHARLENE L. HANOVER NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Appt. Expires Jan. 27, 1991
	CARESLES FORM NO. 35 % (LOUNDWLEDGEMENT GENERAL) — 8359

- 1. The rights and remedies of Beneficiary upon the occurence of one or more default by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The excerise by Beneficiary, or any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to an extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust sovers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order;
- (a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or
- (b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.
- 2. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commencial Code--Secured Transactions.
- 3. If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:
- (a) All the real property and all the personal property may be sold, in manner and at the time and place provided in provision B-6 of this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combination of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.
- (b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.
- 4. If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104,9507, both inclusive.
- 5. As to the mobile home collateral:
- (a) Trustor acknowledges that collateral is classified as consumer goods
- (b) Trustor will pay all real estate taxes and assessments due against the mobile home.
- (c) The mobile home will be insured by Trustor against all risks commonly insured by owners of like collateral and those which Beneficiary may designate, with policies acceptable to Beneficiary and with both Trustor and Beneficiary as named insureds thereunder as their interest may appear. The limits of the all risk policy shall be in a reasonal amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.

Page 1 of 2 pages

If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from it present location of 3760 Andesite Road, Wellington, Nevada89444 without the prior written consent of the Beneficiary.

TRUSTOR:

MARY RITTER

BENEFICIARY:

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.

