ESCROW ONLY NO. 45435 MCA ່ງ OF TRUST WITH ASSIGNMENT OF REŅ THIS DEED OF TRUST, made this 18th <u>April</u> _, 19<u>89</u>, between MIKE HICKEY CONSTRUCTION, INC., a Nevada corporation herein called TRUSTOR. whose address is P. O. BOX 1420, MINDEN NEVADA 89423 (Number and Street) (City) (State) WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and JOHN LAWRENCE (NEVADA) INC., a Nevada corporation herein called BENEFICIARY. WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to-wit: 6, Block $_{
m L}$, as shown on the official map of WESTWOOD VILLAGE UNIT NO. 2, PHASE 2, for record in the office of the County Recorder of Douglas County, Nevada, on March 3, 1989, in Book 389, Page 336, as Document No. 197457. in the event the trustor sells, conveys or allenates 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 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 \$ 118,000.00**** 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 83 72637 Ormsby 19 102 Pershing 57488 28573 104132 34 mtgs. Lander 41172 758 58 112 41292 88486 Douglas 24495 22 415 Lincoln Storey R mtgs. 14831 26291 Elko Lyon 449 31 migs Washo 407205 734 Tr. Deed Esmeralda 3H deeds 138-141 Mineral 76648 White Pine 128126 341-344 261 Eureka 39602 Nye 47157 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 COUNTY OF DOUGLAS CONSTRUCT I INC. personally appeared AMES HICKEYY PRE\$IDENT before me, a Notary Public. he executed the above instrument. who acknowledged that. FOR RECORDER'S USE NOTARY PUBLIC SHARI DOWNING Notary Public - Nevada **Douglas County** My Appointment Expires Jun. 3, 1992 REQUESTED BY WESTERN TITLE COMPANY, INC. WHEN RECORDED MAIL JOHN LAWRENCE (NEVADA) INC IN OFFICIAL RECORDS O DOUGLAS CO., NEVADA c/o WESTERN TITLE COMPANY, INC. ATTENTION: CONNIE P. O. BOX 385 MINDEN, NEVADA 89423 APR 27 P12:21 200948 300K 489PAGE\$378

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