DEED OF TRUST WITH ASSIGNMENT OF RENTS (Securing indemnity Agreement)

-#45351 MC∆

| | • | | Ū | 1 | WADDIE ENCH |
|----------------------------|------------------|--------------|------------|--------------------------|------------------|
| , 19 <u>89</u> , between | May | day of | 17th | ED OF TRUST, made this | THIS DEE |
| tenants | nd wife as joint | husband and | ALLGEIER, | ALLGEIER AND DONNA L. A | ROBERT L. |
| herein called TRUSTOR, | 89705 | City, NV. | , Carson | 3496 Mont Blanc Court, | whose address is |
| (State) | (City) | | | (Number and Street) | |
| herein called TRUSTEE, and | ada corporation, | ANY, a Nevad | ITLE COMPA | WESTERN TI | |
| • | | • | PANY | COR TITLE INSURANCE COMP | |
| handa sallad DENERIOLADV | | | | | .• |

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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

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.

hereafter be le 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 | and the same of th | COUNTY | DOCUMENT No. | BOOK | PAGE | | COUNTY | DOCUMENT No. | B00K | 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 | and the same of th | Lincoln | 41292 | O mtgs. | 467 | N., | Storey | 28573 | R mtgs. | 112 |
| | Elko | 14831 | 43 | 343 | | Lyon | 88486 | 31 mtgs. | 449 | 1 | Washoe | 407205 | 734 Tr. Deed | 221 |
| | Esmeralda | 26291 | 3H deeds | 138-141 | / | Mineral | 76648 | 16 migs. | 534-537 | N. | White Pine | 128126 | 261 3 | 341-344 |
| | Eureka | 39602 | 3 | 283 | / | Nye | 47157 | 67 | 163 | 74 | | | | |

(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 County of Douglas

May 17, 1989

personally appeared

ROBERT I ALLGETER before me, a Notary Public.

<u>AND DONNA L.</u> ALLGEIER

who acknowledged that __they executed the above instrument.

ALLGEIER

C. ACEVES NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Appt. Expires August 14,1990

MANOUKIAN, SCARPELLO & ALLING, LTD.

ATTORNEYS AT LAW

CARSON CITY OFFICE 303 EAST PROCTOR STREET ARSON CITY, NEVADA 89701 TELEPHONE 17021 882-4577 ROUND HILL PROFESS P. O. BOX 85 ZEPHYR COVE NEVADA 89448 202418

BOOK 589 MAGE 2689

SIGNATURE OF TRUSTOR

ALLGEIER

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 32, as shown on that certain map entitled ALPINE VIEW ESTATES UNIT NO. 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 1, 1972, in Book 1172, Page 76, as Document No. 62567.

A.P.N. 15-080-25

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

189 MAY 22 P12:28

SUZANNE BEAUDREAU RECORDER

202418

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