

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 02-001744

THIS DEED OF TRUST, made this 1st day of June, 1989, between RAYMOND G. PLIMPTON, a widower, herein called TRUSTOR,

whose address is P. O. Box 2966, Stateline, Nevada 89449 (number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and MERLE F. NINEMIRE AND DOROTHY L. NINEMIRE, husband and wife, AS JOINT TENANTS, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS County, Nevada, described as:

See Exhibit "A" attached hereto and made a part hereof. AP#07-257-02

DUE ON SALE CLAUSE:

IN THE EVENT THAT TRUSTOR SHALL SELL OR CONTRACT TO SELL THE PARCEL OF LAND HEREBY ENCUMBERED WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF BENEFICIARY, THE BALANCE OF PRINCIPAL AND INTEREST THAT SHALL THEN REMAIN UNPAID ON THE OBLIGATION HEREIN SHALL FORTHWITH BECOME DUE AND PAYABLE ALTHOUGH THE TIME OF MATURITY AS EXPRESSED THEREIN SHALL NOT HAVE ARRIVED.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the the sum of \$ 75,000.00 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their corresponding document details.

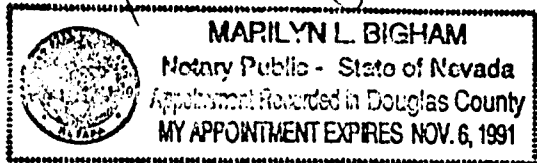
shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 } SS.
On June 1, 1989 personally
appeared before me, a Notary Public,
Raymond G. Plimpton

[Signature]
RAYMOND G. PLIMPTON

who acknowledged that he executed the above instrument.
Signature [Signature] (Notary Public)



WHEN RECORDED MAIL TO:

Mr. and Mrs. Merle F. Ninemire
2901 Lorraine Street
Carson City, Nevada 89701

FOR RECORDER'S USE

203469

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EXHIBIT "A"  
LEGAL DESCRIPTION

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

Lot 13, and a Portion of Lot 14, as shown on the map of LAKEWOOD KNOLLS SUBDIVISION, Douglas County, Nevada, filed in the Office of the County Recorder of Douglas County, Nevada, on May 29, 1958, under Document No. 13163, said portion of Lot 14, as more fully described and set forth on Parcel Map recorded June 10, 1975, in Book 675 of Official Records at page 258, Douglas County, Nevada, as Document No. 80919, described as follows:

Commencing at the Northeast corner of said Lot 14, said corner located on the Southerly right of way of Chimney Rock Road and being common with lots 13 and 14, said point being the True Point of Beginning; thence leaving said point South  $51^{\circ}00'00''$  West, 75.00 feet; thence south  $39^{\circ}00'00''$  West, 27.00 feet; thence South  $00^{\circ}20'38''$  East, 81.78 feet to a point on the Southerly lot line of said Lot 14; thence along said lot line South  $64^{\circ}44'32''$  East, 36.24 feet to the most Southerly corner common to said Lots 13 and 14; thence Northerly along said lot line North  $14^{\circ}15'03''$  East, 170.66 feet to the Point of Beginning.

Assessment Parcel No. 07-257-02

REQUESTED BY  
STEWART TITLE & DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'89 JUN -2 P2:25

SUZANNE BEAUDREAU  
RECORDER

203469

\$6.00 PAID K12 DEPUTY

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