

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 6th day of July, 1989, between

ROBERT M. VARGAS and MAGGIE VARGAS, husband and wife

whose address is 3825 Pebble Drive, Wellington, NV 89444

(Number and Street)

(City)

(State)

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC.

herein called TRUSTEE, and

DEAN H. FELCH and PATRICIA M. FELCH, husband and wife, as joint tenants, with rights of survivorship

herein called BENEFICIARY,

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

County of Douglas, State of Nevada, to-wit: Lot 127, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, as filed in the office of the County Recorder of Douglas County, Nevada, on February 7, 1967, in Book 47, page 761, as Document No. 35464. APN 37-241-01

ACCELERATION CLAUSE: SEE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC. FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE.

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 \$ 8,484.00 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.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their associated document details.

(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 ss.

SIGNATURE OF TRUSTOR

On July 6, 1989 personally appeared before me, a Notary Public, ROBERT M. VARGAS and MAGGIE VARGAS

Handwritten signatures of Robert M. Vargas and Maggie Vargas with printed names below.

who acknowledged that they executed the above instrument.

Notary Public seal for JUDY A. COCLICH, NOTARY PUBLIC - NEVADA, DOUGLAS COUNTY, My Appl. Expires Oct. 3, 1991.

FOR RECORDER'S USE 206248 BOOK 789 PAGE 500

Mr. and Mrs. Dean Felch 1530 Pearl Road Wellington, Nevada 89444

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 JUL -7 A11 :24

SUZANNE BLAUDREAU
RECORDER

206248

\$ 6⁰⁰ PAID K12 DEPUTY

BOOK **789** PAGE **501**