

DEED OF TRUST WITH ASSIGNMENT OF RENTS and SECURITY AGREEMENT

THIS DEED OF TRUST, made this 28th day of July 1989, between

KENNETH A. INGS and MARGE J. INGS, husband and wife

herein called TRUSTOR,

whose address is P.O.Box 552, Gardnerville, NV 89410

(City)

(State)

WESTERN TITLE COMPANY, INC.

herein called TRUSTEE, and

THOMAS B. HICKEY and THERESA L. HICKEY, husband and wife, as joint tenants, with rights survivorship, herein called Beneficiary and Secured Party

herein called BENEFICIARY

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, the property in the following collateral:

- (a) Certain real property in the County of Douglas, State of Nevada, described as follows: Lot 52, as shown on the official map of KINGSLANE UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on December 20, 1971, in Book 94, page 517, as File No. 55958. APN 25-372-22
(b) That certain personal property that is particularly described as follows: one 1971 Barrington Mobile Home, I.D.

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

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 \$ 13,500.00 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 including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, books, and pages.

(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.

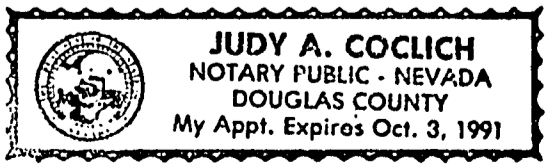
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA
Douglas County
On July 28, 1989 personally appeared Kenneth A. Ings & Marge J. Ings who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR

Handwritten signatures of Kenneth A. Ings and Marge J. Ings over horizontal lines.

Judy A. Coclich
NOTARY PUBLIC



WHEN RECORDED MAIL TO: THOMAS B. & THERESA L. Hickey P.O.Box 307 Gardnerville, NV 89410

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July 28, 1989

1. The rights and remedies of Beneficiary upon the occurrence 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 exercise 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 covers 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 Commercial 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 reasonable amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.

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 its present location of 1309 Castle Lane, Gardnerville, NV 89410 without the prior written consent of the Beneficiary.

TRUSTOR:

Kenneth A. Ings  
Kenneth A. Ings

Marge J. Ings  
Marge J. Ings

BENEFICIARY:

Thomas B. Hickey  
Thomas B. Hickey

Theresa L. Hickey  
Theresa L. Hickey

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

'89 JUL 31 A11:21

SUZANNE BEAUBREAU  
RECORDER  
\$ 7<sup>00</sup> PAID K/2 DEPUTY

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