

DEED OF TRUST WITH ASSIGNMENT OF RENTS

M 4672970C

THIS DEED OF TRUST, made this 25th day of October, 1989, between

JOHN F. CARLTON CO., a Delaware corporation,

whose address is 29605 Solana Way, Suite R-10, Rancho, CA 92390

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada corporation,

herein called TRUSTEE, and

BERNADINE PETRICCA, a single woman,

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, described as follows: That portion of the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 13 North, Range 18, East, M.D.B.&M., AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In the event the property described in the deed of trust by which this note is secured, or any portion thereof, is sold, conveyed or transferred prior to the maturity hereof, then the entire sum of unpaid principal and accrued interest shall become immediately due and payable at the option of the holder hereof.

Together with the tenements, hereditaments and appurtenances thereto 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 \$ 51,000.00 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 (18) 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 12 columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their corresponding 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 10, 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

On _____ personally appeared before me, a Notary Public, _____

who acknowledged that _____ executed the above instrument.

SIGNATURE OF TRUSTOR

JOHN F. CARLTON CO., a Delaware corporation

By: Dawn Wolfe, President

NOTARY PUBLIC

FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

Bernadine Petricca, 22306 MacFarlane Drive, Woodland Hills, CA 91364

215564

BOOK 1189 PAGE 3527

CAT. NO. NN00737
TO 1945 CA (8-84)
(Corporation)

 **TICOR TITLE INSURANCE**

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On November 17, 1989 before me, the undersigned, a Notary Public in and for
said State, personally appeared Dawn Wolfe
personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed
the within instrument as the _____
President, and _____

_____ personally known to me or
proved to me on the basis of satisfactory evidence to be
the person who executed the within instrument as the
_____ Secretary of the Corporation
that executed the within instrument and acknowledged
to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its
board of directors.

WITNESS my hand and official seal.

Signature *Anna Frahm*



(This area for official notarial seal)

↑ STAPLE HERE ↓

Exhibit "A"

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

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.B.&M., described as follows:

COMMENCING at a 1" iron pipe at the intersection of the Southerly line of said Section 15 and the Southwesterly line of U.S. Highway 50, 80' wide; thence North 47°36'00" West along said Southwesterly line 341.05 feet to the True Point of Beginning; thence continuing along said Southwesterly line North 47°36'00" West 160.00 feet to the Southeasterly line of Elks Point Road 60' wide; thence South along said Southeasterly line South 42°17'45" West 68.38 feet; thence South 42°53'53" West 91.62 feet; thence South 47°06'07" East 110.00 feet; thence North 59°52'38" East 168.74 feet to the True Point of Beginning.

RESERVING THEREFROM a non-exclusive easement for purposes of ingress and egress over the Southwesterly 20 feet thereof, said 20 feet being measured at right angles to the Southwesterly line of the above described parcel, as reserved in Deed Recorded November 27, 1978 in Book 1178, Page 1438 as Document No. 27611 of Official Records, Douglas County, Nevada.

A.P.N. 05-350-03

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

'89 NOV 29 P12:41

SUZANNE BEAU REAU
RECORDS

215564

\$7⁰⁰ PAID k/x DEPUTY

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