

THIS DEED OF TRUST, made this 15th day of September, 1989, between LLOYD D. GABBERT, being married to but separated from Barbara Glatt-Gabbert

, herein called GRANTOR or TRUSTOR, whose mailing address is 175 E. Delaware, #7711, Chicago, Illinois 60611

CHICAGO TITLE AGENCY OF LAS VEGAS, INC., a NEVADA corporation, herein called Trustee, and BARBARA GLATT GABBERT, being married to but separated from LLOYD D. GABBERT

, herein called BENEFICIARY. WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of TWO HUNDRED THIRTEEN THOUSAND THREE AND 34/100 (\$213,003.34) DOLLARS, and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may hereafter be advanced for the account of Trustor by Beneficiary with interest thereon, and to secure every obligation & covenant contained and incorporated in said promissory note. TRUSTOR irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Douglas County, Nevada, described as:

**See attached Exhibit "A" **

TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following covenants, Nos 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107 030 are hereby adopted and made a part of this deed of trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2, \$ _____; Covenant No. 4, 18 %; Covenant No 7, _____ % Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this deed of trust *

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth IN WITNESS WHEREOF, Grantor has executed this instrument *Trustor also covenants that this Deed of Trust shall secure & be subject to each & every covenant of Trustor under the Marital Settlement Agreement dated April 20, 1989 & of the PROMISSORY NOTE

X(LDG) Lloyd D. Gabbert
Lloyd D. Gabbert

Illinois
STATE OF ~~XNEVADA~~
COUNTY OF Cook }
On this 15 day of September, 19 89...

personally appeared before me, a Notary Public in and for said _____ County, Illinois, Lloyd D. Gabbert known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that _____ he _____ executed the same freely and voluntarily and for the uses and purposes herein mentioned
WITNESS my hand and official seal

Steven R. Sale
"OFFICIAL SEAL"
Notary Public in and for said County and State

(if executed by a corporation, the corporation form of acknowledgment must be used)
(NOTARIAL SEAL)

Order No. _____ When Recorded, Mail to _____

216515

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OF PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1

Unit 64, as shown on the Official Plat of PINEWILD, UNIT NO. 2, A CONDOMINIUM, filed for record in the Office of the County Recorder, Douglas County, Nevada on October 23, 1973 in Book 1073, Page 1058, as Document No. 69660.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said unit designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1, above.

PARCEL NO. 3

An undivided interest as tenants in common as such interest is set forth in Book 377, Page 411, of the real property described on the Subdivision Map referred to in Parcel No. 1 above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of PINEWILD, A CONDOMINIUM project, recorded March 11, 1974, in Book 374 of Official Records at Page 193, and Supplemental to Amended Declaration of Covenants, Conditions and Restrictions PINEWILD, A CONDOMINIUM project, recorded March 9, 1977 in Book 377 of Official Records at page 411, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1 above, and excepting non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1, above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas defined and set forth in the Declaration of Covenants, Conditions and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

Assessor's Parcel No. 05-212-13

216515

BOOK 1289 PAGE 1554

COPY

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

'89 DEC 15 AM 11:17

SUZANNE BEAUDREAU
RECORDER

216515

\$7⁰⁰ PAID K12 DEPUTY

BOOK 1289 PAGE 1555