

#M47481CA

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO: 1343 S. Marlette Circle Gardnerville, NV. 89410

THIS DEED OF TRUST, made this 13th day of February, 1990, between

MIKE HICKEY CONSTRUCTION, INC., a Nevada corporation

herein called TRUSTOR.

whose address is P.O. Box 1420 Minden, NV. 89423

(Number and Street)

(City)

(State)

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

RANDALL P. SMITH AND PATRICIA KAY SMITH, husband and wife as joint tenants

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, to wit:

Lot 5, in Block A, as set forth on the Final Map of MACKLAND UNIT NO. 2 "PHASE B", filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 25, 1989, in Book 989, Page 3256, Douglas County, Nevada, as Document No. 211622. A.P.N. 25-454-16

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.

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 \$ 44,000.00***** 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 (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 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 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.

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

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 February 14, 1990 personally appeared before me, a Notary Public, James M. Hickey

SIGNATURE OF TRUSTOR MIKE HICKEY CONSTRUCTION, INC. BY: JAMES M. HICKEY, PRESIDENT

who acknowledged that he executed the above instrument.

Signature of Notary Public and the text 'NOTARY PUBLIC'.

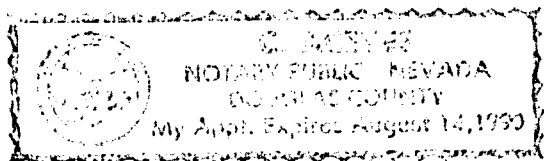
REQUESTED BY WESTERN TITLE COMPANY, INC. IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

90 FEB 27 P1:06

SUZANNE DEARBORAU RECORDER 220820

\$5.00 PAID 1/2 DEPUTY

BOOK 290 PAGE 3789



MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE 303 EAST PROCTOR STREET CARSON CITY, NEVADA 89701 TELEPHONE (702) 882-4577

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