WHEN KLOUKDED BEALL IU: c/o WESTERN TITLE COMPANY, INC. ATTN: CONNIE MINDEN OFFICE ____ day of <u>March</u> _, 19<u>90</u>_, between MIKE HICKEY CONSTRUCTION, INC., a Nevada corporation herein called TRUSTOR, 89423 (City) (State) herein called TRUSTEE, and

ESCROW ONLY NO. M47530CA

P"-D OF TRUST WITH ASSIGNMENT OF REP"-S

THIS DEED OF TRUST, made this _____14th___

whose address is

P.O. Box 1420

Minden, NV.

(Number and Street)

WESTERN TITLE COMPANY, INC., a Nevada corporation JOHN LAWRENCE (NEVADA) INC., a Nevada corporation

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 $\frac{7}{}$, in Block $\frac{D}{}$, as set forth on the Final Map of WESTWOOD VILLAGE UNIT NO. III, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 31, 1989, in Book 889, Page 4564, as Document No. 209883.

> In the event the trustor sells conveys or allenaiss 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 s 116,200.00*** 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.:

COUNTY	DOCUMENT No.	800K	PAGE	and the same of th	COUNTY	DOCUMENT No.	воок	PAGE 🦼		COUNTY	DOCUMENT No.	воок	PAGE
Clark	413987	514		and the same of th	Humboldt	116986	3	83	V.	Ormsby	72637	19	102
Chutchill	104132	34 migs.	591	A CONTRACTOR OF THE PARTY OF TH	Lander	41172	3	758	***	Pershing	57488	28	58
Douglas	24495	22	415 🦼		Lincoln	41292	0 mtgs.	467	**************************************	Storey	28573	R mtgs.	112
EINO	14831	43	343	A Property of	Lyon	88486	31 mtgs.	449	7/4	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141		Mineral	76648	16 migs.	534-537	· · · · · · · · · · · · · · · · · · ·	White Pine	128126	261 3	341-344
Eureka	39602	3	283	/	Nve	47157	67	163	\ \				

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.

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

<u>3-14-90</u>

personally appeared

before me, a Notary Public. James M. Hickey

who acknowledged that he executed the above instrument.

NOTARY PUBLIC

C. ACEWES NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Appl. Expires August 14,1990

MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE 303 EAST PROCTOR STREET CARSON CITY, NEVADA 89701 TELEPHONE (703) 882-4977

LAKE TAHOE OFFICE ROUND HILL PROFESSIONAL SUILDING
P. O. SOX 35
ZEPHYR COVE. NEVADA 89448 MIKE HÍCKEY CONSTRUCTION, JAMES M. HICKEY

REQUESTED BY

SIGNATURE OF TRUSTOR

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

°90 MAR 16 A11:44

SUZANNE BEAUDREAU RECORDER

221975 **DEPUTY**

BOOK **390** PAGE **1873**