

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-2084VM

THIS DEED OF TRUST, made this 9th day of March, 1990, between

JERRY L. PALMER AND MARY JO PALMER, husband and wife and TREND U.S.A. ENTERPRISES, A Partnership each to an undivided 1/2 interest herein called TRUSTOR, whose address is

(number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

MEL VandebRAKE AND KATHY VandebRAKE, husband and wife, as Joint Tenants with right of survivorship, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION, DUE ON SALE CLAUSE, SUBORDINATION CLAUSE AND RELEASE PROVISION.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the the sum of \$ 29,500.00 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective recording information.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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.

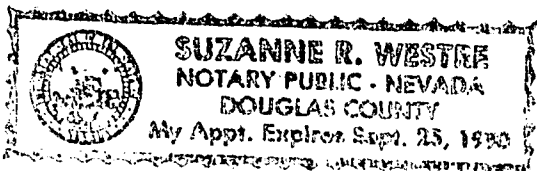
On 3-16-90 personally appeared before me, a Notary Public,

Jerry L. Palmer, Mary Jo Palmer, Hannes Lamprecht & Fritz Jennewein

who acknowledged that they executed the above instrument.

Signature Suzanne R. Westee/Riddan (Notary Public)

Handwritten signatures and printed names of Jerry L. Palmer, Mary Jo Palmer, Hannes Lamprecht, Partner, and Fritz Jennewein, Partner.



WHEN RECORDED MAIL TO:

Vandebrake Box 1475 Minden, NV 89423

FOR RECORDER'S USE

222014

BOOK 390 PAGE 1940

LEGAL DESCRIPTION

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

All that certain piece or parcel of land situate in the SW 1/4 of NW 1/4 of NW 1/4 of Section 35, Township 14 North, Range 20 East, M. D. B. & M., County of Douglas, State of Nevada, described as follows:

Commencing at a point on the North line of the SW 1/4 of the NW 1/4 of said Section 35, which bears North 89 degrees, 57 minutes East a distance of 964.62 feet from the Northwest corner of said SW 1/4 of NW 1/4 of said Section 35, the true point of beginning; thence North 0 degrees, 05 minutes West a distance of 715.00 feet; thence North 89 degrees, 57 minutes East a distance of 55.38 feet; thence South 0 degrees, 05 minutes East a distance of 121.00 feet; thence North 89 degrees, 57 minutes East a distance of 300.00 feet; thence South 0 degrees, 05 minutes East a distance of 594.00 feet to the Southeast corner of the NW 1/4 of NW 1/4 of said Section 35; thence South 89 degrees, 57 minutes West along the North line of the SW 1/4 of NW 1/4 of said Section 35, a distance of 355.38 feet to the true point of beginning.

TOGETHER WITH the non-exclusive right to use the Southerly 25 feet of the NW 1/4 of the NW 1/4 of Section 35, Township 14 North, Range 20 East, M. D. B. & M., for roadway and utility purposes except therefrom all that portion of said premises lying within the boundaries of the hereinabove described parcel of land.

Assessment Parcel No. 21-250-12.

EXHIBIT "A"

"So long as the trustor shall not be in default in performance of the covenants contained herein, or in the making of any payments due on the promissory note secured hereby, beneficiary agrees to subordinate the lien of this deed of trust to the lien of a deed of trust in favor of a recognized lending institution, made by Trustor for the purpose of financing construction upon the real property described herein. Amount of said construction financing shall not exceed the principal sum of \$ 90,000.00 It is further agreed that this deed of trust, if subordinated, shall remain junior to any extension or renewal of the construction financing.

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.

Following recordation by Trustor of a legally approved subdivision map and the construction and installation on the subject property of all roadways, utilities and such appurtenances as are required by all local, county and state agencies controlling or having jurisdiction thereof, Trustee will be authorized to execute and deliver deeds of partial reconveyance at the request of Trustor (provided that Trustor is not in default and all interest has been paid to date) which deeds of reconveyance may release property from the security hereof in the manner following: First release will require a \$5,000.00 principal reduction: The Second release will require the balance to be paid in full. All costs of such releases shall be paid by Trustor.

222014

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 MAR 16 P1:46

SUZANNE BEAUDREAU
RECORDER

222014

\$ 7.00 PAID KH DEPUTY

BOOK **390** PAGE **1942**