

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this 20th day of July, 1990

between

CRAIG H. SPERRY, AN UNMARRIED MAN

, TRUSTOR,

whose address is 766 CHINOOK DRIVE, VENTURA, CA 93001  
(Number and Street) (City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

MICHAEL W. GRAFFIUS and JEAN E. GRAFFIUS, husband and wife as joint tenants, BENEFICIARY,

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

unincorporated County of Douglas State of NEVADA described as:

Unit 24 of Lot 4 Condominium as set forth on Sheet 8 of the Third Amended map of Tahoe Village No. 2, filed for record August 14, 1979 as Document No. 35555, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 1/24th interest in and to those areas designated as common area as set forth on the map of Lot 4 Condominium as set forth on Sheet 8 of the Third Amended Map of Tahoe Village No. 2, filed for record August 14, 1979 as Document No. 35555, Official Records of Douglas County, State of Nevada. APN 41-200-08

In the event Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms, "Trustor" and "Beneficiary" include their successors.

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 sum of \$ 22,351.29 \*\*\*\*\* 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	383	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40060	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Perching	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA

County of \_\_\_\_\_

)  
) ss.  
)

Signature of Trustor

CRAIG H. SPERRY

On \_\_\_\_\_

personally appeared before me, a Notary Public,

CRAIG H. SPERRY

who acknowledged that he executed the above Instrument.

Notary Public

When Recorded Mail To: Michael W. & Jean E. Graffius  
2741 No. Carlmont Pl.  
Simi Valley, CA 93065

FOR RECORDER'S USE

231832

Deed of Trust +  
Assignment of Rents.

**SANTA BARBARA BANK & TRUST**

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA } ss.

On this the 3<sup>rd</sup> day of AUGUST 19 90, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CRAIG H. SPEKRY

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledge that he(she, or they) executed the same. WITNESS my hand and official seal.

Jane M. Sterling  
Signature of Notary

FOR NOTARY SEAL OR STAMP



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

'90 AUG -7 A11 :39

SUZANNE BEAUDREAU  
RECORDER

**231832**

\$ 6<sup>00</sup> PAID K12 DEPUTY

BOOK 890 PAGE 870

SBBT Misc.32 (Rev. 1/89) Ack. Individual

Staple

Staple

