## "PERFORMANCE"

## **DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made

AUGUST 30 , 1990

between

NEELO OLIVO AND DANICA OLIVO, HUSBAND AND WIFE AS JOINT TENANTS

, TRUSTOR,

whose address is

P.O.BOX 2077, STATELINE, NEVADA (City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

WITT PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP

TRUSTEE, and

, BENEFICIARY.

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

, County of DOUGLAS

, State of NEVADA described as:

SEE DESCRIPTION SHEET ATTACHED HERETO AND MADE A PART THEREOF APN'S 07-480-01; 07-480-02; 07-480-03; 07-480-04; 07-480-05; 07-480-06; 07-480-07; 07-480-08 and 07-280-09(common area)

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 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 obligation of Trustor under that certain Guaranty of Payment & Performance dated August 30,1990 in favor 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 fille number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	<u>BOOK</u>	PAGE	DOC NO
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off, Rec.	1 1	682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Of, Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off, Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormitby	72 Off, Rec.	537	32867
Eureka	22 OII, Rec	138	45941	Pershing	11 Off, Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Slorey	"S" Mortgages	206	31506
Lander	24 Off, Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
- 1		7%		White Pine	205 R F. 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 change therefor does not exceed a reasonable amount.

The undersigned Truster requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above

STATE OF NEVADA

County of County of

When Recorded Mail To:

WITT PARTNERSHIP

c/o Robert Rosenblum

1901 Avenue of the Stars, Suite 1240 Los Angeles, CA 90067

233819 BOOK 990 PAGE 004

Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES JUNE 1, 1994

## DESCRIPTION SHEET

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

Lots 1, 2, 3, 4, 5, 6, 7, and 8 of HANSEN HEIGHTS ESTATES as recorded in the office of the County Recorder of Douglas County, Nevada on December 6, 1979 in Book 1279, Page 301, as Document No. 39361.

Assessor's Parcel No. 07-480-01 07-480-02 07-480-03 07-480-04 07-480-05 07-480-06 07-480-07 07-480-08 07-480-09 (Common Area)

TOGETHER WITH an undivided 8/8ths interest in and to the open space (common area) as set forth on the hereinabove mentioned subdivision.

FURTHER TOGETHER WITH an easement 50 feet in width for access and utility purposes described as follows:

COMMENCING at the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.B.& M.; thence along the Northerly boundary North 89°43′34" West, 162.68 feet to the centerline and TRUE POINT OF BEGINNING of said 50 foot wide easement; thence South 29°18′06" East, 298.93 feet to a point in the Northerly right-of-way of Kingsbury Grade; said point being the Southerly terminus of this description and from which point the center of the highway curve bears South 26°29′03" East, 640.00 feet; bearings of the foregoing description are identical with those of the Kingsbury Highlands Units 1 and 2, Official Records of Douglas County, Nevada.

REQUESTED BY

FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
BOUGE AS ECLASSIAN

90 SEP -4 A9:35

SUZANNE BEAUDREAU
RECORDER
233819
56 FAIL KILL DEPUTY

BOOK 990 PAGE 005