

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 24TH day of October 1990, between

FLOYD LANE HOLDEMAN AND VIRGINIA CAROL HOLDEMAN, husband and wife, as joint tenants, herein called TRUSTOR,

whose address is: P.O. BOX 607, GARDNERVILLE, NV 89410

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

EDWIN JOHN BECKER AND ELIZABETH ANN BECKER 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 City of GARDNERVILLE, DOUGLAS County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to 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 \$ 50,450.00 the 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 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:

COUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	73	248	86043
Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	352	078762
Douglas	1286	2432	147018	Nye	558	075	173588
Elko	545	316	223111	Pershing	187	179	151646
Esmeralda	110	244	109321	Storey	055	555	58904
Eureka	153	187	106692	Washoe	2464	0571	1126264
Humboldt	223	781	266200	White Pine	104	531	241215
Lander	279	034	137077				

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 therefore 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  
Continued on next page

237572

BOOK1090 PAGE4108



126-01-90  
10/22/90

**DESCRIPTION**  
Adjusted APN 29-490-22

All that real property situate in the County of Douglas, State of Nevada, described as follows:

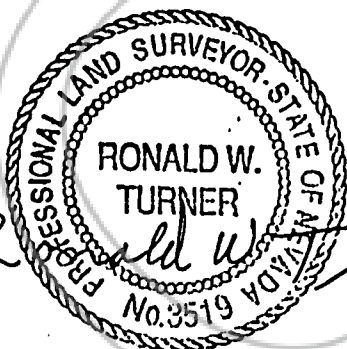
All that portion of the Southwest one-quarter of the Northwest one-quarter (SWNW) of Section 24, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southeast corner of Parcel 4 as shown on the Hilltop Parcel Map, Lot 30, Ruhenstroth Ranchos, Document No. 13397, a point on the northerly right-of-way of Colt Lane; thence North, 145.32 feet to the POINT OF BEGINNING; thence continuing North, 140.68 feet; thence East, 330.00 feet; thence South, 306.00 feet; thence West, 20.00 feet; thence North, 133.97 feet; thence West, 147.00 feet; thence North 79°06'59" West, 165.99 feet to the POINT OF BEGINNING.

Containing 56,893 square feet, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, Nevada 89440



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

90 OCT 26 P1:10

SUZANNE BEAUDREAU  
RECORDER  
\$ <sup>7.00</sup> PAID: *KJZ* DEPUTY **237572**

BOOK 1090 PAGE 4110