Order No. 206439.CC-X Escrow No. 90-42 When Recorded Mail To: Cetus Mortgage, Ltd. 6121 Lakeside Dr., Suite 200-B Reno, NV 89511

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

NOVEMBER 21, 1990

between

ARTHUR E. FALGOUT and ELSIE A. FALGOUT, husband and wife as joint tenants

whose address is

1404 B Kimmerling (Number and Street)

Minden, (City)

(State)

FIRST NEVADA TITLE COMPANY, A Nevada Corporation

TRUSTEE, and

,TRUSTOR,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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:

Lot 8, Block 2, as shown on the Map of PARADISE VIEW SUBDIVISION filed in the office of the County Recorder of Douglas County, Nevada, on February 13, 1961, in Book 1 of Maps, Document No. 17230.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by trustor or by the operation of Law or otherwise, all obligations secured by this instrument irrespective of the maturity dates expressed therein, at the option of the holder thereof and without demand or notice shall immediately become due and payable.

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 \$ 106,400.00----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 ar 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 apposite the name of such county, namely:

COUNTY Churchill	BOOK 39 Mortgages	PAGE 363	DOC. NO. 115384	COUNTY Lincoln	воок	PAGE	DOC. No. 45902
Clark //	// 850 Off. Rec.	- N	682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Euroka	22 Off. Rec.	138	45941	Pershing	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
1 1			76	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 at his address above set forth.

SS. County of <u>Washoe</u> November 26, 1990 personally appeared before me, a Notary Public, Arthur E. Falgout and Elsie A. Falgout who acknowledged that they executed the above instrument. Notary Public H.L. CLARK

Signature of Trustor



H. L. CLARK Notary Public - State of Nevada

Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES AUG. 11, 1991

STATE OF NEVADA

EXHIBIT "A"

ESLEY D. HARDEN, a married man as his sole and separate property, as to an undivided 37.59% interest

AND

WILLIAM E. VAN BUREN, M.D., LTD. PENSION PLAN, as to an undivided 23.50% interest

AND

E.F. Hutton and Company, Inc. Prototype Profit Sharing Plan as Adopted By CODEGA & FRICKE, Harlan Fricke, Trustee and Jeffrey Codega, Trustee, as to an undivided 14.10% interest

AND

JACK B. SHEEHAN and GLORIA SHEEHAN, husband and wife as joint tenants, as to an undivided 13.53% interest

AND

IRENE S. PATRONE, a married woman as her sole and separate property as to an undivided 11.28% interest.

FIRST NEVADA TITLE COMPANY

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BOOK 1190 PAGE 3789