WHEN RECORDED MAIL TO: c/o WESTERN TITLE COMPANY, INC ESCROW ONLY NO. M48759CA **DEED OF TRUST WITH ASSIGNMENT OF RENTS** ATTN: CONNIE MINDEN OFFICE 19_90 28th November THIS DEED OF TRUST, made this ____ day of _ between MIKE HICKEY CONSTRUCTION, INC., a Nevada corporation herein called TRUSTOR. P.O. Box 1420 whose address is Minden, NV. 89423 (Number and Street) (City) (State) WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and JOHN LAWRENCE (NEVADA) INC., a Nevada corporation herein called BENEFICIARY. WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to wit: <u>10</u>, in Block <u>C</u> , as set forth on the Final Map of WESTWOOD VILLAGE UNIT NO. III. filed in the office of the County Recorder of Douglas County, State of Nevada, on August 31, 1989, in Book 889, Page 4564, as Document No. 209883. In the event the trustor sells conveys or allengtes the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the opproval 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 majurity date expressed on the note secured hereby. Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby. For the purpose of securing (1) payment of the sum of \$ 128,490.00*** 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.: COUNTY DOCUMENT No. COUNTY DOCUMENT No. ROOK PAGE DOCUMENT No. BOOK PAGE Clark 413987 514 Humboldi 116986 83 72637 19 102 34 migs Churchil 104132 591 58 112 Pershing **57499** 28 Lincoln 41292 0 mtos. 467 88486 76648 14831 Lyon Mineral Elko 43 343 Washoe 407205 734 Tr. Deed 26291 39602 Esmeralda 3H deeds 16 migs. **534-537** White Pine 128126 283 47157 Nye (which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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

STATE OF NEVADA COUNTY OF DOUGLAS

personally appeared

before me, a Notary Public, James M. Hickey

who acknowledged that he executed the above instrument.

SIGNATURE OF **VOR** MIKE HICKEY CONSTRUCTION

HICKEY

REQUESTED BY WESTERN TITLE COMPANY, INC. IN OFF 1.12 00000...

90 NOV 30 P12:32

C. ACEVES NOTARY PUBLIC - NEVADA DOUGLAS COUNTY My Appt. Expires Aug. 14, 1994

SUZANAF REAUDOCAU RECORDER 240001

5.00 PAID DX DEPUTY 1190 PAGE 4422