

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 3rd day of DECEMBER A.D., 19 90, by and between DEAN L. MOOTHART and ELAINE J. MOOTHART, husband and wife as joint tenants as Trustor, and FIRST NEVADA TITLE COMPANY a corporation duly organized and existing under and by virtue of the laws of the State of NEVADA as Trustee, and Transamerica Financial Services, organized and existing under and by virtue of the laws of the State of California, as Beneficiary. (It is distinctly understood that the word 'Trustor' and the word 'his' referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situated in the city of GARDNERVILLE County of Washoe DOUGLAS State of Nevada, to wit:

Lot 445, as shown on the Map of GARDNERVILLE RANCHOS UNIT NO. 7, filed in the office of the County Recorder of Douglas County, State of Nevada on March 27, 1974 in Book 374, Page 676, Document No. 72456.

Assessor's Parcel No. 29-273-03

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payments of indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 8,637.80 in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced by Beneficiary and increase the indebtedness secured hereby, with interest thereon.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ 0 amount of insurance) 3, 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorney's fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor agrees to pay when due all taxes, liens, (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described property and in default thereof Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) pay such lien, tax or assessment. Trustor further agrees to maintain insurance in such form and amount as may be satisfactory to the Beneficiary with Beneficiary as mortgagee loss payee. If Trustor shall fail to do so, Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) procure such insurance. Any premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by the Deed of Trust and shall bear interest from the date of payment at the agreed rate of charge as set forth in the Promissory Note.

SIXTH: Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively. Further, it is understood that any trustor who co-signs this Deed of Trust but does not execute the Promissory Note hereby secured: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Trustor's interest in the Property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Trustor or signer of said Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Trustor's consent.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by Certified Mail to the Trustor(s) addressed to DEAN L. MOOTHART & ELAINE J. MOOTHART 1315 LEONARD RD GARDNERVILLE, NV and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

ELEVENTH: Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

Witness _____

Dean L. Moothart
Trustor DEAN L. MOOTHART

Witness _____


Elaine J. Moothart
Trustor ELAINE J. MOOTHART

STATE OF NEVADA }
COUNTY OF WASHOE } ss.
On DECEMBER 3, 1990 (date) personally appeared before me, a notary public (or judge or other authorized person, as the case may be), DEAN L. MOOTHART and ELAINE J. MOOTHART personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument.
Andria M. McCassie
ANDRIA M. MCCASSIE

When recorded mail to: TRANSAMERICA FINANCIAL SER
1755 E. PLUMB LN #118 RENO, NV 89502

Loan No. 2711-302975

SPACE BELOW THIS LINE FOR RECORDER'S USE

 ANDRIA M. MCCASSIE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES APR. 17, 1993

240569

COPY

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

90 DEC -7 P3:38

SUZANNE BEAUDREAU
RECORDER
\$6⁰⁰ PAID *K12* DEPUTY
BOOK **1290** PAGE **858** **240569**