ORDER NO. M49277CAD DEED OF TRUST WITH ASSIGNMENT OF RENTS
THIS DEED OF TRUST, made this 20th day of November 19 90 between
BRYAN M. MC CAA and SUSAN I. MC CAA, Trustees of the BRYAN MC CAA and SUSAN MC CAA LIVING TRUST, dated December 18, 1989 herein called TRUSTOR, whose address is 641 Bluerock, Gardnerville, Nevada 89410 (City) (State) WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and
TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in
Lot 55, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 27, 1974, as File No. 72456.
Should the Trustor hereunder voluntarily sell, assign, convey, transfer, or otherwise dispose of the property, or any part thereof, which is encumbered hereby, or enter into a land sale contract or permit itself to be divested of equitable or record title, without the prior written consent of the holder of the Note secured hereby, then irrespective of the maturity dated in such Note, the holder of the Note shall have the right, at the option of the holder, to declare all sums owing thereunder immeditately due and payable.
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 s 19, 125.00 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. BOOK PAGE COUNTY DOCUMENT No. BOOK PAGE COUNTY DOCUMENT No. BOOK PAGE Clark 413987 514 Humboldt 116986 3 83 Ormsby 72637 19 102 Churchill 104132 34 migs. 591 Lander 41172 3 758 Pershing 57488 28 58 Douglas 24495 22 415 Lincoln 41292 0 migs. 467 Storey 28573 R mtgs. 112 Elko 14831 43 343 Lyon 88486 31 migs. 449 Washoe 407205 734 fr. Oeed 221 Esmeralda 26291 3H deeds 138-141 Minoral 76648 16 migs. 534-537 White Pine 128126 261 341-344 Eureka 39602 3 203 Nye 47157 67 163
(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 set forth.

COUNTY OF DOUGLAS 55.
On November 26, 1990 personally appeared
before me, a Notary Public, <u>BRYAN M. MC CAA and</u> SUSAN I. MC CAA
who acknowledged that they executed the above instrument.
Adai Sunia
ALLEY BURLES
SHARI DOWNING Notary Public — Nevada
Douglas County My Appointment Expires Jun. 3, 1992
WHEN RECORDED MAIL TO:
KARSTEN REALTY ADVISORS
12121 Wilshire Blvd., #900
Los Angeles, CA 90025

STATE OF NEVADA

Trustee

SIGNATURE OF TRUSTOR

I. MC/CAA, Trustee

FOR RECORDER'S USE

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL REUDROS OF
DOUGLAS CO... NEVADA

90 DEC 13 P12:20

SUZANNE BLAUDREAU
PECONDER
DO PAIL DA DEPUTY

240988

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