

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Escrow No M49279CH

THIS DEED OF TRUST, made this 10th day of December, 1990, between

THEODORE A. DEMAEGT and BETTIE S. DEMAEGT, Husband and Wife

herein called TRUSTOR,

whose address is P.O. Box 2506, Gardnerville, Nv 89410

(Number and Street)

(City)

(State)

WESTERN TITLE COMPANY, INC.

herein called TRUSTEE, and

ROBERT F. ALDRIDGE and ELSIE B. ALDRIDGE, CO-TRUSTEES OF THE ALDRIDGE TRUST, DATED NOVEMBER 13, 1987

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Douglas County, Nevada

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

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR "DUE ON SALE" PROVISION

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 \$ 151,400.00 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 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 mtgs.	591	Lander	41172	3	758	Perkins	67488	28	68
Douglas	24495	22	415	Llano	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	311 deeds	138-141	Mineral	76648	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	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.

STATE OF NEVADA

SIGNATURE OF TRUSTOR

On December 13, 1990 personally appeared before me, a Notary Public, Theodore A. Demagt Bettie S. Demagt who acknowledged that they executed the above instrument.

Theodore A. Demagt THEODORE A. DEMAEGT Bettie S. Demagt BETTIE S. DEMAEGT

Marcia Hunt NOTARY PUBLIC



MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

241037

CARSON CITY OFFICE 307 EAST PROCTOR STREET CARSON CITY, NEVADA 89401

LAKE TAHOE OFFICE ROUND HILL PROFESSIONAL BUILDING P.O. BOX 33 TAYLOR, NEVADA 89401

BOOK 1290 PAGE 1786

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL A:

Parcel No. 4B as shown on the Parcel Map for THE ESTATE OF DUANE MYRON ALLERMAN filed in the office of the County Recorder, Douglas County, Nevada on November 6, 1986, in Book 1186, Page 711, as Document No. 144743.

A.P.N 19-060-27

PARCEL B:

Being that certain resolution as adopted by the Board of County Commissioners on August 15, 1985, as Resolution #85-39 and more fully described as follows:

Description of the centerline of a roadway and underground utility easement being 50 feet in width which commences at the centerline of an existing 50 foot roadway easement on the Northerly boundary of A.P.N. 19-060-05 and extends across Mottsville Cemetery (A.P.N. 19-060-04) to A.P.N. 19-060-03.

Beginning at the Northwest corner of Section 3, Township 12 North, Range 19 East, M.D.B. & M., being a BLM Brass Cap; thence South $30^{\circ}52'17''$ East, a distance of 3,389.99 feet to the True Point of Beginning being on the North boundary of A.P.N. 19-060-05 and the centerline of an existing 50 foot roadway easement; thence North $16^{\circ}12'52''$ West 390.50 feet across Mottsville Cemetery (A.P.N. 19-060-04) to the Southerly boundary of A.P.N. 19-060-03.

The intent of this Document is to convey a roadway and underground utility easement only and limited thereto being a full 50 feet in width and extending from an existing roadway easement on the Northerly boundary of A.P.N. 19-060-05 to the Southerly boundary of A.P.N. 19-060-03.

PARCEL C:

A 50.00 foot wide road easement located within a portion of Section 3, Township 12 North, Range 19 East, Mount Diablo Baseline and Meridian Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of a parcel of land as described as A.P.N. 19-060-06, which bears North $84^{\circ}35'57''$ East, 1,737.81 feet from the West, One Quarter (W 1/4) corner of Section 3, Township 12 North, Range 19 East, M.D.B. & M.; thence South $5^{\circ}39'33''$ East along the West line of said A.P.N. 19-060-06, 740.32 feet to the POINT OF BEGINNING; thence continuing along said West line South $5^{\circ}39'33''$ East, 198.01 feet to the Southwest corner of said parcel 19-060-06; thence South $6^{\circ}41'36''$ East, 560.23 feet.

EXHIBIT "B"
DUE ON SALE PROVISION

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval 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 maturity date expressed on the note secured hereby.

COPY

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

90 DEC 14 12:12

SUZANNE BEAUDREAU
RECORDER

\$ 700 PAID *[Signature]* 241037
DEPUTY

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