

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

October 25, 1990

between

SCOTT H. GASBARRO and PATRICIA L. GASBARRO, Husband and Wife as Joint Tenants

, TRUSTOR,

whose address is 1441 Patricia, Gardnerville, Nevada 89410 (Number and Street) (City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

JOHN F. BURNS AND MARGARET F. BURNS, Husband and Wife as Joint Tenants

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

Should the Maker(s) SELL or CONTRACT TO SELL THE REAL PROPERTY DESCRIBED in the Deed of Trust securing this Note, or any portion thereof, then the unpaid principal balance of the obligation secured hereby, and the interest due thereon, shall forthwith become due and payable, even though the time of maturity as expressed therein shall not have arrived, unless Beneficiary shall otherwise agree in writing. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

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 \$ 50,000.00 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, 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 opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their associated deed records.

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 as his address above set forth.

STATE OF NEVADA

County of Douglas

On November 1, 1990

personally appeared before me, a Notary Public,

Scott H. Gasbarro and Patricia L. Gasbarro

who acknowledged that they executed the above instrument.

Natalie Minasian Notary Public

When Recorded Mail To: John F. and Margaret F. Burns 245 S.E. 24th Ave. Boyton Beach, FL 33435

Signature of Trustor

Signature of Scott H. Gasbarro

Signature of Patricia L. Gasbarro

Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES AUG. 15, 1994



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

90 DEC 19 AM 1:16

SUZANNE BEAULIEU RECORDER

\$5.00 PAID KIP DEPUTY

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BOOK 1290 PAGE 2446