DEED OF TRUST WITH ASSIGNMENT OF RENTS

When Recorded Mail To: Alan C. Justice

P. O. Box 78

Yerington, NV 89447 THIS DEED OF TRUST, made this _____

20th _December __ day of __

., 19<u>90</u>...., belween

DANA SEYMOUR, an unmarried man

whose address is

4145 RED CANYON AVENUE (Numbor and Stroot)

WELLINGTON, NV

herein called TRUSTOR. 89444

(State)

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

ALAN C. JUSTICE, an unmarried man

herein called BENEFICIARY.

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

Douglas County, Nevada, to-wit:

Lot 17, as shown on the map of TOPAZ RANCH ESTATES NO. I, filed in the office of the County Recorder of Douglas County, Nevada on December 4, 1963, in Book 20, page 717, Document No. 23962.

APN 37-170-06

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 \$ 12,285.03 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.:

CONNIA	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	N	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldi	116986	3	83	N	Ormsby	72637	19	102
Churchill	104132	34 migs.	/ 591	Lander	41172	3	758	N.	Pershing	57488	28	58
Dondist	24495	22	// 415 //	Lincoln	41292	0 migs.	467	7	Storey	28573	A migs.	112
Eiko	14831	43	343	Lyon	88486	31 migs.	449	. \	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	311 deeds	138-141	Mineral	76648	16 migs.	534-537	N 2	White Place	128126		141-344
Eureka	39602	3	283	live	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

STATE OF NEVADA

COUNTY OF DOUGLAS

SS.

personally appeared

on <u>December 24</u>, 1990 before me, a Notary Public,

DANA SEYMOUR ,who acknowledged that .

he executed the above instrument.

SIGNATURE OF TRUSTOR

DANA SEYMOUR

JUDY A. COCLICH NOTARY PUBLIC - NEVADA

DOUGLAS COUNTY My Appt. Expires Oct. 3, 1991

Treus n re

ATTORNEYS AT LAW

CARSON CITY OFFICE

LAKE TAHOF COLOR HOUND HILL P n =

WESTERN TITLE COMPANY, INC.

IN OFFICIAL REGORDS OF BOUGHAS CO., HEVADA

DEC 26 P12:01

SUZAHNE BE AUDREAU RECORDER

241601

BOOK 1290 PAGE 3157

스 DEPUTY

203 EAST PROCTOR SINTER CARRON PAGE NEVADA 84701