

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(Securing indemnity Agreement)

M49399JC

THIS DEED OF TRUST, made this 28TH day of DECEMBER, 1990, between
THOMAS R. WATTS AND ANN WATTS, HUSBAND AND WIFE

whose address is P. O. BOX 2259-300, MINDEN, NV 89423
(Number and Street) (City) (State)

WESTERN TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and

LAWYERS TITLE INSURANCE CORPORATION
AND WESTERN TITLE COMPANY, INC.

herein called BENEFICIARY,

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

DOUGLAS COUNTY, STATE OF NEVADA, TO-WIT:
(COMMONLY KNOWN AS 798 GALENA, GARDNERVILLE, NV)

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

*THIS DOCUMENT IS JUNIOR AND SUBORDINATE TO THAT CERTAIN DEED OF TRUST EXECUTED BY
THOMAS R. WATTS AND ANN WATTS, HUSBAND AND WIFE, IN FAVOR OF JOHN R. BURGMAN,
AN UNMARRIED MAN, RECORDED CONCURRENTLY HERewith.

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) an indemnity Agreement 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	Pershing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Eiko	14831	43	343	Lyon	89486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	Wade 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
COUNTY OF DOUGLAS
ON DECEMBER 28, 1990 personally appeared
before me, a Notary Public,
THOMAS R. WATTS & ANN WATTS

SIGNATURE OF TRUSTOR

Thomas R. Watts
THOMAS R. WATTS
Ann Watts
ANN WATTS

who acknowledged that THEY executed the above instrument.

Judy A. Coclich
NOTARY PUBLIC

JUDY A. COCLICH
NOTARY PUBLIC - NEVADA
DOUGLAS COUNTY
My Appt. Expires Oct. 3, 1991

WHEN RECORDED MAIL TO:
WESTERN TITLE COMPANY, INC.
P.O. BOX 385
MINDEN, NV 89423

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW
CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 882-4577
LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BUILDING
P. O. BOX 98
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 408-8878

242717

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PARCEL 2

A parcel of land located within the SW $\frac{1}{4}$ of Section 26 and the NW $\frac{1}{4}$ of Section 35, all within Township 11 North, Range 21 East, M.D.B. & M., and further described as follows:

Commencing at the NW corner of Section 35, T.11N., R.21E., M.D.B.&M., thence S0°22'58"E a distance of 1,326.29 feet to the point of beginning; thence N26°23'36"E a distance of 2,991.95 feet; thence S0°40'47"W a distance of 1,349.17 feet; thence S0°18'19"E a distance of 1,325.98 feet; thence S89°46'51"W a distance of 1,321.09 feet to the point of beginning.



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

91 JAN 11 AM 11:26

SUZANNE DEAUDREAU
RECORDER
sl6 PAID K12 DEPUTY 242717

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