

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

JANUARY 31, 1991

between

CAROL SEAL, A WIDOW, AND MARTIN WERTZ AND SANDRA WERTZ, HUSBAND AND WIFE, ALL AS JOINT TENANTS

, TRUSTOR,

whose address is 115 COMMERCIAL AVE, (Number and Street)

YERINGTON, (City)

NEVADA 89447 (State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

PHILIP H. BELL AND LOUISE M. BELL, 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 16 IN BLOCK A, AS SET FORTH ON THE OFFICIAL MAP OF TOPAZ RANCH ESTATES UNIT NO. 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 26, 1970, IN BOOK 81, PAGE 214, AS DOCUMENT NO. 50212, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 37-492-02

SAID SECURITY AGREEMENT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

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 \$ 45,000.00 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 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 FEBRUARY 20, 1991

personally appeared before me, a Notary Public,

Carol Seal and Martin Wertz and

Sandra Wertz

Signature of Trustor

Carol Seal

CAROL SEAL

Martin Wertz

MARTIN WERTZ

Sandra Wertz

SANDRA WERTZ

who acknowledged that they executed the above instrument.

Mary H. Kelsh Notary Public

When Recorded Mail To: Mr. and Mrs. Bell 1690 Hays Street San Leandro, CA 94577

FOR RECORDER'S USE

MARY H. KELSH Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES NOV. 5, 1994

245071

BOOK 291 PAGE 2030

EXHIBIT "A"

SECURITY AGREEMENT

FOR MOBILE HOME

I

Creation of Security Interest

of

CAROL SEAL, A WIDOW, AND MARTIN WERTZ AND SANDRA WERTZ, HUSBAND
AND WIFE, ALL AS JOINT TENANTS

hereinafter designated as "debtor", for valuable consideration, receipt of which
is hereby acknowledged, grant unto PHILIP H. BELL AND LOUISE M. BELL, HUSBAND AND
WIFE AS JOINT TENANTS hereinafter designated as "secured
party", a present security interest in all of the Mobile Home and accessories thereto
and proceeds thereof associated with the debtor. MOBILE HOME KNOWN AS A 1973
CASA LOMA, SERIAL NO. S1909XU, 24 X 60.

II

Obligations of Debtor

Debtor shall pay to secured party the sum evidenced by a promissory note signed
by debtor in the principal amount of FORTY FIVE THOUSAND
DOLLARS (\$ 45,000.00) in accordance with the terms of said note. In the event that
said promissory note shall be subsequently amended, debtor shall pay to secured party
the sum evidenced and in a manner prescribed by said amendment.

III

Default

Misrepresentation or misstatement in connection with non-compliance with or
nonperformance of any of debtor's obligations or agreements shall constitute default
under this security agreement. In addition, debtor shall be in default if bank-
ruptcy or insolvency proceedings are instituted by or against the debtor or if debtor
makes any assignment for the benefit of creditors.

IV

Rights and Remedies of Secured Party

Debtor shall be considered to be in default if the monthly payment in the amount
of \$404.88 which is due on the 20th day of each and every month
shall remain unpaid for a period in excess of Thirty (30) days from the due date of

the respective payment. Upon debtor's default, secured party may exercise its rights of enforcement under the Uniform Commercial Code in the State of Nevada. At the date of this security agreement and in conjunction with, addition to or substitution for those rights at secured party's discretion may:

- (1) Enter upon debtor's premises to take possession of, assemble and collect the collateral or to render it unusable;
- (2) Require debtor to assemble the collateral and make it available at a place secured party designates which is mutually convenient to allow secured party to take possession or dispose of the collateral;
- (3) Waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default.

V

Rights and Remedies of Debtor

Debtor shall have all the rights and remedies before or after default provided for in Article IX of the Uniform Commercial Code in effect in the State of Nevada at the date of this security agreement.

VI

Additional Agreements and Affirmations

- (a) Debtor and secured party as used in this security agreement includes the successors and assigns of those parties;
- (b) The law governing this security agreement shall be the law of the State of Nevada in force at the date hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 11th day of February 19 91.

DEBTOR: Carol Seal
CAROL SEAL

Sandra Wertz
SANDRA WERTZ

DEBTOR: Martin Wertz
MARTIN WERTZ

SECURED PARTY: Philip H. Bell
PHILIP H. BELL

SECURED PARTY: Louise M. Bell
LOUISE M. BELL

(General)

State of Nevada

County of Douglas

} ss.



On February 20, 1991, personally appeared before me, a Notary Public (or judge or other officer, as the case may be), Carol Seal, and Martin Wertz and Sandra Wertz

who acknowledged that they executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my

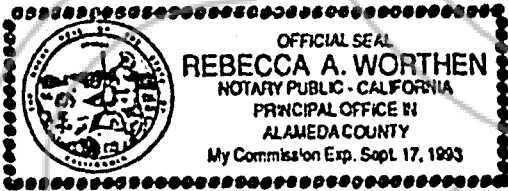
hand and affixed my official stamp at my office in the County of Douglas

the day and year in this certificate first above written.

Mary H. Kelsh
NOTARY PUBLIC for said County and State
FNT 9-88/007

State of California)
County of Alameda) ss.

On February 11, 1991, before me the undersigned, a Notary Public for the State of California, personally appeared Philip H. Bell and Louise M. Bell, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.



Rebecca A. Worthen
Rebecca A. Worthen, Notary Public

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

91 FEB 20 P12:29

SUZANNE BEAUDREAU
RECORDER 245071
DEPUTY
BOOK 291 PAGE 2033