When recorded Mail to: Burgman, 790A Wagon Drive, Gardnerville, Nv DEED OF TRUST WITH ASSIGNMENT OF RENTS Nv 89410

M49913CH

THIS DEED OF TRUST, made this	5th de	ay of April	19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19
TITIO DEED OF TITOOT, ITAGE (III)		ay v:	

(City)

MARC S. GARREZ and LINDA S. GARREZ, Husband and Wife whose address is 1350 Jefferson Drive, Carson City, Nv 890706 herein called TRUSTOR.

WESTERN TITLE COMPANY, INC.

herein called TRUSTEE, and

JOHN R. BURGMAN, An Unmarried Man

herein called BENEFICIARY,

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

county of Douglas , more particularly described as follows:

Parcel I, as shwon on Parcel Map No. 2, for RUTH S. BELL, filed for record November 20, 1990, in Book 1190 of Official Records, at Page 3105, Douglas County, Nevada, as Document No. 239400.

TOGETHER WITH a right of way for roadway purposes over all that land within the roadway areas shown on the Record of Survey recorded August 15, 1968, as File No. 41877.

TOGETHER WITH a right of way for roadway purposes over all that land within the roadway areas shown on the Record of Survey recorded August 22, 1968, as File No. 41941.

SEE EXHIBIT "A" 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 \$ 115,000.00 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, 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 migs.	591	Lander	41172	3	758	Persking	57488	28	58
Douglas	24495	22	415	Lincoln	41292	O migs.	467	Storey	28573	R migs.	112
Elko	14831	43	343	Lyon	88486	31 migs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 migs.	534-537	White Pine	128126	261 3	341-344
Foreka	39602	3	283	Nya	47157	67	163	** _L			

(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

April 8, 1991 personally appeared

Marc S before me, a Notary Public, Garrez

Linda S. Garrez

executed the above ins who proved to me that _t_ _ he

NOTARY PUBLIC

UGLAS Expires 쯀

HANDY, COUNTY 00

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MANOUKIAN, SCARPELLO & ALLING, LTD.

CARSON CITY OFFICE VALLEY BANK CENTER E. WILLIAM STREET, BUITE: ISON CITY, NEVADA 89701-4 TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE KINGSBURY SQUARE P. O. BOX 3390 STATELINE, NEVADA 89449-3390 TELEPHONE (702) 588-6676

SIGNATURE OF TRUSTOR

248123 BOOK **491** PACE **1075**

EXHIBIT "A" "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.



'91 APR -9 P3:16

SUZANNE BEAUDREAU
RECORDER

PAIU DEPUTY

248123

BOOK 491 PAGE 1076