

DEED OF TRUST WITH ASSIGNMENT OF RENTS

M49914CH

THIS DEED OF TRUST, made this 5th day of April, 1991, between

MARC S. GARREZ and LINDA S. GARREZ, Husband and Wife herein called TRUSTOR, whose address is 1350 Jefferson Drive, Carson City, Nv 89706 (Number and Street) (City) (State)

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 2, as shown on the 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.:

Table with 12 columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their associated document details.

(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 April 8, 1991 personally appeared before me, a Notary Public, Marc S. Garrez and Linda S. Garrez

who proved to me that they executed the above instrument

SIGNATURE OF TRUSTOR

Signature of Marc S. Garrez

Signature of Linda S. Garrez

Signature of Charles L. Hanover, Notary Public



MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE VALLEY BANK CENTER 600 E. WILLIAM STREET, SUITE 301 CARSON CITY, NEVADA 89701-4052 TELEPHONE (702) 882-4377

LAKE TAHOE OFFICE KINGSBURY SQUARE P. O. BOX 3390 STATELINE, NEVADA 89419-3390 TELEPHONE (702) 558-6676

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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.

COPY

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

91 APR -9 P3:17

SUZANNE BEAUDREAU
RECORDER

248124

\$6⁰⁰ PAID *Bh* DEPUTY

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