

# DEED OF TRUST AND ASSIGNMENT OF RENTS

D-10430-TO

(Escrow No. 47632-KLM)

This Deed of Trust, Made this 10th day of April, 1991  
 Between DAVID T. MERCURIO AND LINDA L. MERCURIO, husband and wife, and  
MARJORIE MERCURIO, a widow herein called GRANTOR or TRUSTOR,  
 whose address is 651 Mustang Lane, Gardnerville, NV (Number and Street) (City) (Zone) (State)

First Centennial Title Company herein called TRUSTEE, and  
 DONALD G. STELZNER AND DONNA M. STELZNER, TRUSTEES OF THE DONALD G. AND DONNA  
 M. STELZNER DEFINED BENEFIT PENSION PLAN AND THEIR SUCCESSORS, IN TRUST, herein called BENEFICIARY,

Witnesseth: That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE,  
 that real property in the City of Gardnerville County of Douglas, State of Nevada, described as:

See attached exhibit A

APN NO. 29-512-07

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by trustor or by the operation of Law or otherwise, all obligations secured by this instrument at the option of the holder thereof shall immediately become due and payable.

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues and profits of said real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the principal sum of SIXTEEN THOUSAND FOUR HUNDRED THIRTY THREE & 54/100 Dollars (\$16,433.54), payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by \*, \*\*, or \*\*\*, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churcill	122828	19	343	Lynn	03174		
Clark	036925	047	6-1	Mineral	06434	22	552
Douglas	48420	76	560	Nye	18537	133	35
Elko	50546	125	685	Pershing	76277	Roll 28	227
Esmeralda	43382	3-3 of Deeds	54	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142565	48	1-1	White Pine	156259	326	274
Lander	65150	98	559	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	35	(formerly Ormsby)			

\* June 12, 1970; \*\* June 15, 1970; \*\*\* July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.

The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$54,000.00, and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be ...%.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

*David T. Mercurio*  
 DAVID T. MERCURIO

Signature of Trustor

*Linda L. Mercurio*  
 LINDA L. MERCURIO

MARJORIE MERCURIO *Marjorie Mercurio*

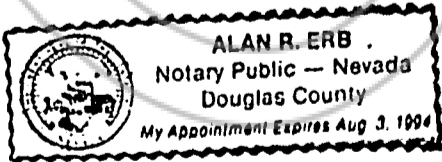
STATE OF NEVADA }  
 COUNTY OF Washoe }

On.....19....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared David T. Mercurio, Linda L. Mercurio and Marjorie Mercurio

..... known to me to be the person..... whose name..... are..... subscribed to the within instrument, and acknowledged to me that..... t. he..... y. executed the same.

Notary's Signature

*Alan R. Erb*



Nevada Form No 166

RECORDING REQUESTED BY

SPACE BELOW THIS LINE FOR RECORDER'S USE

First Centennial Title

AND WHEN RECORDED MAIL TO

First Centennial Title  
 530 E. Plumb Lane  
 Reno, NV 89510  
 Attn: IC dept.  
 # 2654

250291

BOOK 591 PAGE 1237

EXHIBIT A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A portion of Lot 1, as shown on the AMENDED PLAT OF RUHENSTROTH RANCHOS SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 11, 1976, as Document No. 88873, more particularly described as follows, to it:

Parcel A, as set forth on that certain Parcel Map for F.J. and M.M. McCann, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 14, 1977, in Book 377, Page 352, as Document No. 07529.

APN 29-512-07

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

91 MAY -9 10:05

SUZANNE BLAIREAU  
RECORDER

\$ 6.00 PAID Bh DEPUTY

250291

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