## **DEED OF TRUST WITH ASSIGNMENT OF RENTS**

WHEN RECORDED MAIL TO: Nancy Cote' PO Box 2858 Minden, NY 89423

	*******	

\_\_ day of \_\_\_

ROBERT W. OSBORNE, JR. and LAURA A. OSBORNE, husband and wife as joint tenants

\_18th

herein called TRUSTOR,

\_, 19<u>\_\_90</u>\_, between

whose address is P.O. Box 746, Carson City, Nevada 89710 (Number and Street)

(City)

June

(Stato)

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

NANCY L. COTE', an unmarried woman

THIS DEED OF TRUST, made this \_\_\_\_

herein called BENEFICIARY.

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

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 938, as shown on the map of GARDNERVILLE RANCHS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as file No. 72456.

A.P.N. 29-422 -01

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PARTY OF WESTERN THE SIGNAPORT OF FOR THE SUFFICIENCY MERBAGE OF TO BE

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 \$ 2,500.00\*\* 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	pro-	COUNTY	DOCUMENT No.	BOOK T	PAGE	**************************************	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514			Humboldt	116986	3	83	1	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	AND DESCRIPTION OF THE PERSON	Lander	41172	3	758	794	Pershing	57488	28	58
Douglas	24495	22	415		Lincoln	41292	O mtgs.	467	7/4	Storey	28573	R mtgs.	112
Elko	14831	43	343	/	Lyon	88486	31 mtgs.	449	V 1	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	/	Mineral	76648	16 mtgs.	534-537	1	White Pine	128126	261 3	341-344
Eureka	39602	3	283	1	Nye	47157	67	163		P*			

(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.

## THIS BOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC. FOR THE SUFFICIENCY HEREOF OR FOR THE COMPANY OF THE

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

Douglas County

personally appeared

on Jelse all before me, a Notary Public, \_

Robert W. Osborne j & Laura A. Osborne

who acknowledged that \_\_they executed the above instrument.

NOTARY PUBLIC

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUT AND COMPANY

SIGNATURE OF TRUSTOR

JR.

OSBORNE.

OSBORNE

'91 MAY 22 P12:33

NOTARY PUBLIC - NEVADA
DOUGLAS COUNTY
My Appt. Expires August 14,1990
MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

C. ACEVES

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701

LAKE TAHOE OFFICE

FOUND HILL PROFESSIONAL BUILDING

F. O. 802 55

ZEPHYR COVE. NEVADA 89448

TELEPHONE (702) \$88-6876

SUZANNE B. AUDREAU 251225

SECONDER DEPUTY

BOOK 591 PAGE 3312