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

WHEN RECORDED MAIL TO: 1415 GLENWOOD DRIVE GARDNERVILLE, NV. 89410

THIS DEED OF TRUST, made this26th	day of	August	, 19 <u>91</u> , betwee
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89410

JOHN J. MCKENNA AND B. FRANCES MCKENNA, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF

SURVIVORSHIP

GARDNERVILLE, NV.

herein called TRUSTOR,

whose address is P.O. BOX 2133 (Number and Street)

(City)

.\_.

WESTERN TITLE COMPANY, INC., A NEVADA CORPORATION

herein called TRUSTEE, and

WILLIAM H. McDONALD AND BENITA McDONALD, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

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:

Lot 11, in Block F, as said lot and block are shown on that certain map entitled "AMENDED MAP OF RANCHOS ESTATES", filed for record on October 30, 1972, in Book 1072, Page 642, as Document No. 62493.

A.P.N. 27-624-09

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.

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 \$ 38,191.58\*\*\*\* 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	i.	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591 🥒	Lander	41172	3	758	N.,	Pershing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	O mtgs.	467	74 <sub>6</sub>	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs	449	****	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	// Mineral	76648	16 mtgs	534-537		White Pine	128126	261 3	341-344
Eureka	39602	3	283	/ Nyc	47157	67	163	la.	3			

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 DEED OF TRUST IS SECOND AND JUNIOR TO A FIRST DEED OF TRUST IN THE AMOUNT OF \$72,504.00 IN FAVOR OF FIRST UNION MORTGAGE CORPORATION, RECORDED AS DOCUMENT NO. 213591.

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 August 27, 1991

\_personally appeared

before me. a Notary Public. John J. McKenna

and B. Frances McKenna

who proved to me that  $\underline{\hspace{0.1cm}}^{\hspace{0.1cm} \underline{\hspace{0.1cm}}}$  he  $\underline{\hspace{0.1cm}}^{\hspace{0.1cm} \underline{\hspace{0.1cm}}}$  executed the above instrument.

NOTARY PUBLIC

C. ACEVES
NOTARY FUBLIC - NEVADA
DOUGLAS COUNTY
'Y Appl. Expires Aug. 14, 1994

B. FRANCES MCKENNA

JOHN

WESTERN TITLE COMPANY, MGC.

IN DEFICE COMPANY, MGC.

DOUGLES AND ADDA

SIGNATURE OF TRUSTOR

'91 AUG 27 A11:27

MANOUKIAN, SCARPELLO & ALLING, LTD.

CARSON CITY OFFICE
VALLEY BANK CENTER
DO E WILLIAM STREET, SUITE 301
CARSON CITY, NEVADA 89701-4052
TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE KINGSBURY SQUARE P. O. BOX 3330 STATELINE, NEVADA 89449 3390 TELEPHONE (702) 588-6676 \$500 K2 DEPUTY
BOOK 891 PAGE 4525