

After recording, mail to:
JOSEPHINE YATES
1209 21st street
SACRAMENTO, CA 95814

Order No. 207377-1M

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made SEPTEMBER 24, 1991
CARL FUNK AND TAMMY FUNK, husband and wife as Joint Tenants

between

, TRUSTOR,

whose address is P.O. BOX 975
(Number and Street)

ARBUCKLE,
(City)

CA 95912
(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

, BENEFICIARY,

JOSEPHINE R. YATES , an unmarried woman

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

, County of Douglas , State of NEVADA described as:

Unit 11A, as shown on the Map and Dedication Sheet of Tramway Apartment Condominiums (a subdivision of Lot 555, second amended map of Summit Village), recorded in the office of the County Recorder of Douglas County, State of Nevada on May 30, 1973 Document No. 73375, Official Records of Douglas County, State of Nevada. TOGETHER WITH AN UNDIVIDED 1/24th interest in and to that portion designated as Common Area, (as set forth on the Map of Summit Village) recorded May 30, 1973 Document No. 73375 and on the Amended Map of Building "A" Tramway Apartment Condominiums recorded December 30, 1975 Document No. 05855, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 11-270-17

In the event Trustor, without the prior written consent of the Beneficiary, sells, agree to sell, transfers or conveys its interest in the real property or any part thereof, or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 30,000.00 ***** 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Parshing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the change therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF California)
~~NEVADA~~) ss.
County of Douglas)

Signature of Trustor
Carl Funk

CARL FUNK
Tammy Funk
TAMMY FUNK

On Oct. 2, 1991

personally appeared before me, a Notary Public,

CARL FUNK & TAMMY FUNK

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

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who acknowledged that they executed the above instrument.
Judith T. Buzath Notary Public

DEAN LAUREAU
CLERK
\$5 PAID
DEPUTY
BOOK 1091 PAGE 735
261882

When Recorded Mail To:

