

DEED OF TRUST WITH ASSIGNMENT OF RENTS

M50772JC

THIS DEED OF TRUST, made this 11TH day of OCTOBER, 1991, between

VERNON FIX and MARLYS FIX, husband and wife

whose address is 1915 W. 9TH STREET, UPLAND, CA 91786

herein called TRUSTOR,

(Number and Street)

(City)

(State)

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

WILLIAM C. SPINKS and JOAN SPINKS, husband and wife as joint tenants with rights 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:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

ACCELERATION PROVISION: SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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 \$ 276,900.00 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 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists counties including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page numbers.

(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

SIGNATURE OF TRUSTOR

DOUGLAS COUNTY

ss.

On OCTOBER 11, 1991 personally appeared before me, a Notary Public, VERNON FIX AND MARLYS FIX

Handwritten signatures of Vernon Fix and Marlys Fix over horizontal lines.

VERNON FIX

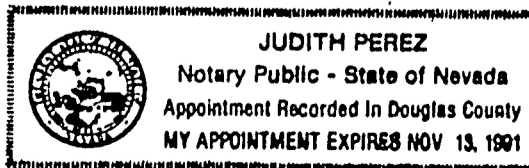
MARLYS FIX

who proved to me that T he Y executed the above instrument.

WHEN RECORDED MAIL TO: WILLIAM C. & JOAN SPINKS P.O. BOX 975 MINDEN, NV 89423

Handwritten signature of Judith Perez over a horizontal line, with 'NOTARY PUBLIC' printed below.

JUDITH PEREZ



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) 882-4577

LAKE TAHOE OFFICE KINGSBURY SQUARE P. O. BOX 3390 STATELINE, NEVADA 89449-3390 TELEPHONE (702) 568-6676

262744

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**EXHIBIT 'A'**

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

A Parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 9, Township 12 North, Range 19 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9; proceed South  $0^{\circ} 09'$  West, 648.56 feet, and North  $89^{\circ} 30' 30''$  West 30.00 feet to the True Point of Beginning, which is the Northeast corner of the Parcel; proceed thence South  $0^{\circ} 09'$  West, 340.00 feet, along the Western boundary of Autumn Hills Drive to the Southeast corner of the parcel; thence North  $89^{\circ} 39' 30''$  West, 320.29 feet to the Southwest corner of the parcel; thence North  $0^{\circ} 09'$  East, 340.00 feet to the Northwest corner of the parcel; thence South  $89^{\circ} 30' 30''$  East, 320.29 feet to the True Point of Beginning.

TOGETHER WITH rights of way for ingress to and egress from said premises contained in Documents recorded April 26, 1960, as Document No. 15947 and Document No. 15948, Official records of Douglas County, Nevada.

A.P.N. 19-120-07

**262744**

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EXHIBIT 'B'

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 principal 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  
COUNTY OF CLATSOP, OREGON

'91 OCT 15 P12:31

SUZANNE BENOUEAU  
RECORDER

**262744**

\$7.00 PAID *OK* DEPUTY

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