

Dorothy Kleist Ps Box 2465 Hawthorne Nev 89415

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of Nov, 1991, by and between ETTA JEAN CLEVELAND, Trustor, and DOROTHY A. KLEIST, Beneficiary.

W I T N E S S E T H:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in Douglas County, State of Nevada, more particularly described as follows:

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

Lot 69, of Block B. as shown on the filed map of Highland Estates Unit No. 2, filed in the office of the County Recorder of Douglas County, Nevada, on January 27, 1978, as Document No. 17090.

AND ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as means of access thereto, and all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$7,500.00 as evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or

relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not commit, suffer or permit any acts upon said property in violation of the law, covenant, condition or restriction affecting said property; and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

SECOND: Trustor covenants to keep all buildings that may now or anytime be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 12%) 5, 6, 7 (counsel fees 15%), 8, and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made part of this Deed of Trust.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

FIFTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SIXTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any Trustee's Sale held hereunder Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

SEVENTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

EIGHTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal

forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenant shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and its successors in interest may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

NINTH: Trustors herein acknowledge and warrant that the subject property is on the date first above set forth, free and clear of any liens or encumbrances except that this Deed of Trust is subordinate to a prior deed of trust on the subject property in favor of Meridian Mortgage Company. Trustor promises and agrees to pay all payments to the holder of said deed of trust in a timely manner and comply with all terms and conditions of said note and deed of trust and the failure to do so shall constitute a default hereunder.


DE ETTA JEAN CLEVELAND, Trustor


DOROTHY A. KLEIST, Beneficiary

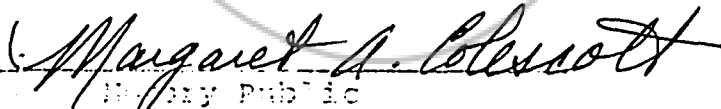
STATE OF NEVADA
COUNTY OF DOUGLAS

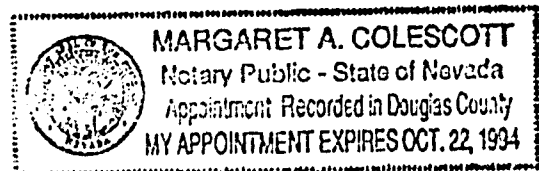
On this 1st day of November 1991, before me, Margaret A. Colescott, the undersigned Notary Public, personally appeared De Etta Jean Cleveland and Dorothy A. Kleist.

Personally known to me.

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.


Notary Public



264067

REQUESTED BY
Dorothy Kleist
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 NOV -1 A11 :02

SUZANNE BEAUDREAU
RECORDER

\$ 8.00 PAID Ka DEPUTY **264067**

BOOK **1191** PAGE **064**