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

THIS DEED OF TRUST, made

NOVEMBER 25, 1991

between

WAYNE R. WETTELAND, AN UNMARRIED MAN

, TRUSTOR,

whose address is

P.O.BOX 4034, STATELINE, NEVADA 89449 (Number and Street)

(City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

JEFF FEGERT & TERESA FEGERT, HUSBAND AND WIFE AS JOINT TENANTS

, BENEFICIARY,

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

, County of

DOUGLAS

, State of NEVADA described as:

ASSESSOR'S PARCEL NO. 11-270-14

SEE DESCRIPTION SHEET ATTACHED HERETO AND MADE A PART THEREOF BY THIS REFERENCE.

DUE ON SALE CLAUSE/ACCELERATION CLAUSE: In the event Trustor, without the prior written consent of the Beneficiary, sells, agrees 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. such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms, "Trustor" and "Beneficiary" include their successors.

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 \$ 35,000.00\*\*\*\*\*\*\* 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 fille number, noted below opposite the name of such county, namely:

	OUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC NO.
С	hurchis	39 Mortgages	363	115384	Lincoln			45902
С	lerk	850 Off. Rec.	\ \\	682747	Lyon	37 Off, Rec.	341	100661
D	ougles	57 Off, Rec.	115	40050	Mineral	11 Of, Rec.	129	89073
Ε	ko	92 Off. Rec.	652	35747	// Nye //	105 Off, Flec.	107	04823
E	emerelda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Æ	ureka	22 Off. Rec	138	45941	Perehing	11 Off, Rec.	249	66107
//H	umboldt	28 Off. Rec.	124	131075	Slorey	"S" Mortgeges	206	31506
ľ	ender //	24 Off, Rec.	168	50782	Washoe	300 Off, Rec.	517	107192
	/		796		White Dive	205 R F 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. LAURA E. MURRAY Notary Public - Nevada STATE OF NEVADA Signature of Trustor **Douglas County** DOUGLAS My Appalatinent Expires Nov. County of wayne Ŕ. Wetteland

On DECEMBER 24th, 1991

personally appeared before me, a Notary Public,

WAYNE R. WETTELAND

HE who acknowledged that executed the above instrument.

Notary Public

When Recorded Mail To:

FEGERT

1880 BRENTWOOD DRIVE HENDERSON, NEVADA 89014 268083

## DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Unit 8A, as shown on the Map and Dedication Sheet of Tramway Apartment Condominiums (a subdivision of Lot 555, Parcel B, 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 and amended by Amended Map recorded December 30, 1976, as Document No. 05855, 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 Tramway Apartment Condominiums (a subdivision of Lot 555, Parcel B, Second Amended 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, 1976, Document No. 05855, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 11-270-14

REQUESTED BY

FIRST NEVADA TITLE CO.
IN OFFICIAL ACCIDEDS OF
DOUGLAS AT AFFVADA

'91 DEC 30 P4:03

STIZANIE EL AUDREAU

ON RELITATER

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