

When recorded mail to:

INTERSTATECOLLECTIONS  
275 HILL STREET  
RENO, NEVADA 89501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

THIS DEED OF TRUST made January 17, 1992, between EILEEN A. GOUGH, a widow and ROBERT HIRTEL, a single man, mother and son together as joint tenants herein called TRUSTOR, whose address is 125 WOODLAND WAY STATELINE, NV 89449 and DESIGN FINANCIAL, A NEVADA CORPORATION herein called BENEFICIARY, and DESIGN FINANCIAL SERVICES, (a Nevada corporation), herein called TRUSTEE.

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that property in DOUGLAS County, Nevada, described as:

SEE ATTACHED EXHIBIT "A" AP# 07-180-72

AND ALSO, all the estate, interest, homestead or other claim, in law or in equity, which the 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 a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or here-after attached to or used in connection with the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

### FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of the Trustor herein contained.
- (2) Payment of an indebtedness in the sum \$11,000.00 with interest according to the terms of a Promissory Note of even date herewith, executed by the Trustor delivered to the Beneficiary, and payable to the order of the Beneficiary, which Note with any and all extensions thereof is incorporated herein by reference.
- (3) Payment of all other sums with interest which may become due or payable under the provisions of this Note to either the Trustee or the Beneficiary.

### TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

FIRST: In the event any improvements are constructed upon the herein described real property, the Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair thereon; to comply with all laws affecting said property or relating to any alterations or improvements that may be made; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon the property in violation of any law, covenant, condition or restriction affecting the property.

SECOND: The following covenants Nos. 1, 3, 4 (15.000 %), 5, 6, 7 (10%), 8, and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

THIRD: Trustor agrees that he will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FOURTH: Trustor agrees to provide and maintain fire, hazard, and extended coverage insurance, insuring the property and any and all improvements upon or to be constructed upon the premises, in a company

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satisfactory to, and the loss payable to, the Beneficiary and the Trustor, as their respective interests may appear. This insurance shall be in the amount of the fair and reasonable market value of the real property and its improvements, with the minimum amount being the amount of the note secured by this Deed of Trust plus junior loans if any.

FIFTH: Any award of damages in connection with any condemnation for public use of or injury to this property or any part thereof significantly affecting the value of the security is hereby assigned and shall be paid to Beneficiary. The condemnation award shall be applied by the Beneficiary to the indebtedness secured hereby in such order as the Beneficiary may determine, and when such indebtedness has been satisfied, the balance of such award shall be released to the Trustor.

SIXTH: Trustor shall pay all reasonable costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note secured hereby and this Deed of Trust.

SEVENTH: Trustor hereby assigns to the Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the rents, issues, and profits of the property, reserving unto the Trustor the right, prior to any default as defined in this Deed of Trust, by the Trustor to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and without notice, either in person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, collect and enforce his assignment of the rents, issues, and profits by any lawful means.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of repayment of the indebtedness or any part thereof secured by this Deed of Trust. The Beneficiary may, without notice to or consent of the Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor, without discharging the Trustor from any liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by the Trustor and accepted by the Beneficiary with the understanding and upon the express condition that if the Trustor should make default in the performance to the Beneficiary of any of the covenants or agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, 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.

TWELFTH: In the event the real property described herein, or any part of it, or any interest in it, legal or equitable, is sold, alienated by the Trustor, or by operation of law, or otherwise, all obligations secured by this instrument, irrespective of any maturity dates expressed, at the option of Holder, and without demand or notice, shall immediately become due and payable.

THIRTEENTH: The trust hereby created is irrevocable by the Trustor.

FOURTEENTH: The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them.

IT IS AGREED by all of the parties hereto that, throughout this document,

as the context requires, the use of the singular term shall include the plural and the use of the plural term shall include the singular, the use of the masculine gender shall include the feminine, and the use of the feminine gender shall include the masculine.

IN WITNESS WHEREOF, Trustor hereby accepts and agrees to the terms and covenants contained in this Deed of Trust.

Eileen A. Gough  
EILEEN A. GOUGH

Robert Hirtel  
ROBERT HIRTEL

STATE OF NEVADA  
COUNTY OF WASHOE SS.

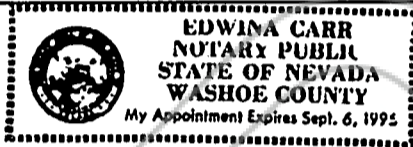
On January 17 1992 before me, Edwina Carr, a notary public, personally appeared EILEEN A. GOUGH and HIRTEL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted. executed the instrument.

ROBERT

WITNESS my hand and official seal.

Edwina Carr

Notary's Signature  
official notarial seal)



(This area for

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Notice: A copy of any Notice of Default and of any Notice of Sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE  
To be used only when Note has been paid.

TO: DESIGN FINANCIAL SERVICES, Trustee:

Dated: January 17, 1992

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

EILEEN A. GOUGH and ROBERT HIRTEL

125 WOODLAND WAY STATELINE, NV 89449

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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LEGAL DESCRIPTION

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

A portion of the Northeast Quarter of the Northwest quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M., described as follows:

Commencing at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., from which the quarter corner between the said Sections bears South 89°46' East 491.40 feet; thence, South 0°08' East 527.14 feet to the point of beginning; thence North 89°46' West a distance of 163.80 feet; thence, South 0°08' East a distance of 178.54 feet; thence, South 89°46' East a distance of 163.80 feet; thence North 0°08' West a distance of 178.57 feet to the point of beginning.

Exception therefrom the land conveyed in the deed from Howard Q. Madson, an unmarried man to Arthur S. Kimball, et ux, recorded August 13, 1976, in Book 876, of Official Records, at Page 677, Douglas County, Nevada.

Also excepting therefrom all mineral and mineral ore of any kind, nature and description, on or beneath the surface of said land and the right to prospect for, mine and remove said minerals and mineral ores contained in the deed from Clover Valley Lumber Company to H.E. West, recorded December 20, 1947, in Book Y of Deeds at Page 321, Douglas County, Nevada.

Assessment Parcel No. 07-180-72.

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

92 JAN 23 P4:06

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SUZANNE BEAUDREAU  
RECORDER 269459  
S. PAID *Ka* DEPUTY

BOOK 192 PAGE 2903