

RECORDING REQUESTED BY:
Thomas E. Gerken
WHEN RECORDED RETURN TO:
Henry R. Butler
P. O. BOX 5367
Stateline, Nevada 89449

Escrow Number 92070095

Loan Number TGBD924

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS
FOR ADDITIONAL SECURITY FOR A CONSTRUCTION LOAN**

THIS DEED OF TRUST, made February 18, 1992, between AUSSI I, A LIMITED PARTNERSHIP, RAYMOND BALDHOSKY, GENERAL PARTNER, whose address is P.O. Box 206 Gardnerville, Nv 89410 702-782-8735, herein called TRUSTOR, HENRY R. BUTLER, ESQ, herein called TRUSTEE, and Thomas E. Gerken, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas, Nevada described as:

Lot 328 as shown on the Map of Gardnerville Ranchos Unit No. 6, filed for record in the office of the County Recorder of Douglas County, Nevada on May 29, 1973 as file No. 66512.

A.P.N. 29-213-06

This deed of trust is given as additional security for a construction loan and shall be released on the payment to Thomas E. Gerken of a \$30,000.00 (thirty thousand dollar) principle reduction on that construction loan. All interest must be current.

The security cannot be released after any notice of default has been recorded. If the security is sold at a foreclosure sale, the primary security shall be sold first. If the lender is the only bidder or if the primary security sells for less than the amount owed to lender the lender may then sell the additional security. Both the primary security and the additional security may be sold at the same time and pursuant to the same default.

Together with the rents, issues and profits thereof, and the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$90,000.00 (ninety thousand dollars) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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 (14), inclusive, of the fictitious deed of trust recorded January 30, 1968 in the book and at the page of Official Records in the office of the county where said property is located, noted below opposite the name of such county, viz:

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

11

271531

STEWART TITLE OF DOUGLAS COUNTY

BOOK 292 PAGE 3526

COUNTY	BOOK	PAGE	DOC. NO.
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Lyon	37 Off. Rec.	341	100661
Ormsby	72 Off. Rec.	537	32867
Washoe	300 Off. Rec.	517	107192

(which provisions are identical in all counties) 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 performed 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.

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.

Raymond Baldhosky

Dated: 2/20/92

AUSSI I, A LIMITED PARTNERSHIP By: RAYMOND BALDHOSKY, President of Baldhosky Enterprises, Inc., a General Partner

STATE OF NEVADA
COUNTY OF DOUGLAS ss.

On February 20, 1992 personally appeared before me, a Notary Public, in and for said County and State, Raymond Baldhosky, known to me to be the person who executed the within instrument as General Partner of the Limited Partnership therein named and acknowledged to me that the Partnership executed it.

WITNESS my hand and official seal.

*President of Baldhosky Enterprises, Inc.

Lorraine W. Young
Signature Notary Public



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

'92 FEB 21 P4:31

12

SUZANNE BEAUDREAU
RECORDER
\$6 PAID *1/2* DEPUTY
BOOK 292 PAGE 3527

271531