

Liberty Bail Bonds  
816 "H" St. Suite 103 A  
SACRAMENTO, CA  
95814

# DEED OF TRUST

This Deed of Trust, made this 24TH day of MARCH 1992

Between ARTHUR W. CLABAUGH AND

PATRICIA M. CLABAUGH

hereinafter called the TRUSTOR, KELLIE R. WEATHERBY

City SACRAMENTO, State CALIFORNIA, hereinafter called the TRUSTEE, and

KEN WEATHERBY hereinafter called the BENEFICIARY:

Above space for Recorder

**Witnesseth:** That Trustor hereby grants to Trustee, in trust, with power of sale, being specifically limited to the purposes herein set forth and Trustee is specifically precluded from selling, conveying, or encumbering the subject real property, except for the benefit of the beneficiary, as set forth, all that property in the .....

County of DOUGLAS, State of NEVADA, described as:

LOT 9, BLOCK 7, AS SHOWN ON THE MAP OF MOUNTAIN VIEW ESTATES UNIT THREE, RECORDED MAY 21, 1985, IN BOOK 585, PAGE 1696, DOCUMENT NO. 117600, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises. TO HAVE AND TO HOLD the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely: FOR THE PURPOSE OF SECURING payment to the said Beneficiary of the monies due to and of all losses, damages, expenditures and liability suffered, sustained made or incurred by KEN WEATHERBY hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain Bail Bond Agreement, which agreement is made a part hereof by references as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of: WILLIAM A. CLABAUGH

in the matter of STATE OF CALIFORNIA

WILLIAM A. CLABAUGH AND FOR WHICH AMOUNTS and the matters set forth in the said Bail Bond agreement, the presents are security.

It is agreed and conditioned that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking; the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten per cent per annum from demand to date of payment and attorney's fees. IT IS FURTHER AGREED THAT: UPON Delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record. THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Signature of Trustor	STREET AND NUMBER	CITY	STATE
X <u>Arthur W. Clabaugh</u>	<u>1368</u>	<u>CATHY LN</u>	<u>MINDEN CA.</u>
X <u>Patricia M. Clabaugh</u>	<u>1368</u>	<u>CATHY LN</u>	<u>Minden CA.</u>

STATE OF NEVADA  
County of DOUGLAS ss.

ON March 24, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arthur W. Clabaugh and Patricia M. Clabaugh

known to me, to be the person<sup>S</sup> whose name<sup>S</sup> are subscribed to the within Instrument, and acknowledged to me that They executed the same.

(Notarial Seal)  
WITNESS my hand and official seal.  
**RUDOLPH K. SCHAFFTER**  
NOTARY PUBLIC - NEVADA  
CARSON CITY  
My Comm. Expires Aug. 19, 1992

Rudolph K. Schaffter  
Notary Public in and for said County and State

275144

Recorded at Request of

Liberty Trail Bonds

Date 1-16-92 Time 2:36 P.M.

Official Records of

Douglas County, Nevada

Suzanne Beaudreau, Recorder

10-00 Pd.

S.S. Deputy

275144

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