Order No.	208265-LB
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DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

APRIL 2nd, 1992

between

THOMAS A. BRUNTON & GRACE M. BRUNTON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
RESSIS 6747 TOWNE LANE ROAD, MCLEAN, VIRGINIA 22101

, TRUSTOR,

whose address is

(Number and Street)

(City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

ROBERT D. BURKE & LOUELLA SCHILLER-BURKE, HUSBAND AND WIFE AS

, BENEFICIARY,

JOINT TENANTS

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

, County of

DOUGLAS

, State of NEVADA described as:

Lot 4, Block B, as shown on the Official Map of Amended Lake Village Unit No. 1 recorded in the office of the County Recorder on June 2, 1970 in Book 1 of Maps, Document No. 48573 of Official Records, Douglas County, Nevada. Assessor's Parcel No. 07-062-04

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. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transaction. The terms"Trustor" and "Beneficiary" include their successors.

PREPAYMENT CLAUSE:

The Note this Deed of Trust secures contains a prepayment clause.

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 \$114,500.00****** 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 with interest thereon according to the terms of 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 licitious 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC.NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off, Rec.	\ \	682747	Lyan	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Of, Rec.	129	89073
Eko	92 OIL Rec.	652	35747	/ Nye /	105 Off, Rec.	107	04823
Esmeraida	3-X Deeds	195	35922	Ormsby	72 Off, Flec.	537	32867
- Euroka	22 Off. Rec	138	45941	Pershing	11 Off. Flec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	*S* Martgages	206	31506
Lander	24 Off, Flec.	168	50782	Washoe	300 Off, Rec.	517	107192
1		- N.		White Pine	295 R.E. 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.

STATE OF NEW MADE) ss.

County of

personally appeared before me, a Notary Public,

THOMAS A. BRUNTON &

GRACE M. BRUNTON

who acknowledged that HELI executed the above instrument.

Notary Public

When Recorded Mail To:

Burke P.O.Box 4665

Stateline, Nevada 89449

Signature of Trusto

TROMAS A. RRITATION

GRACE M. BRUNTON

SEAL

REQUESTED BY FIRST NEVADA-TITLE CO.

IN OFFICIAL RECORDS O DOUGLAS COLNEVADA

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