

RECORDING REQUESTED BY:

Frontier Bonding Service, Inc.
c/o American Bonding Company
565 California Avenue
Reno, Nevada 89509

AND WHEN RECORDED MAIL TO:

Frontier Bonding Service, Inc.
565 California Avenue
Reno, Nevada 89509

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
AND REQUEST FOR SPECIAL NOTICE**

This Deed of Trust, made this 27TH day of MARCH, 1992, between RICHARD D. AITKENHEAD AND GLORIA I. AITKENHEAD herein called Trustor, and Mark J. Kirch, herein called Trustee, and AMERICAN BONDING COMPANY, herein call Beneficiary;

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property situate in DOUGLAS County, State of NEVADA, described as:

Lct 5, Block J, as shown on the Final Map of WILDFLOWER RIDGE, UNIT 8, filed for record in the office of the County Recorder on December 19, 1990, in Book 1290, Page 2545, Document No. 241312, Official Records of Douglas County, Nevada.

A Portion of Assessment Parcel No. 23-470-06

Together with the appurtenances thereto and the rents, issues and profits thereon, 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 AMERICAN BONDING COMPANY, a Nebraska corporation, hereinafter called Beneficiary, or any of it's Co-sureties or Reinsurerers (as more fully set forth and described in a certain Indemnity Bond Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond or bonds on behalf of: WESTWINDS CONSTRUCTION COMPANY in favor of THE STATE OF NEVADA, CONTRACTOR'S LICENSE BOARD in the amount of \$10,000.00 AND FOR WHICH AMOUNTS and the matters set forth in the said Indemnity Bond Agreement, the presents are security.

Trustor agrees:

- (a) To keep said property in good condition and repair; not to remove or demolish any building thereon; to maintain adequate insurance thereon and to pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.
- (b) That upon default of any of the obligations the Beneficiary may collect rents, issues and profits of said property.
- (c) That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustor predecessor, succeed to all its title, estate, powers and duties.
- (d) 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 Beneficiary on account of the aforesaid bond; 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 bond was 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 therein, 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 (10) per cent per annum from the date of demand to date of payment and attorney's fees. Upon delivery of said certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee the 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 Trustee at his address herein set forth.

Signature of Trustor

Richard D. Aitkenhead
RICHARD D. AITKENHEAD

Gloria I. Aitkenhead
GLORIA I. AITKENHEAD

STATE OF NEVADA
COUNTY OF WASHOE DOUGLAS



On the 3rd day of April, 1992, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared RICHARD D. AITKENHEAD AND GLORIA I. AITKENHEAD known to be to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal) _____

Robin Moore
Notary Public in and for said County and State.

*****Space below this line for Recorder's use only*****

COPY

REQUESTED BY
Frontier Banding Serv
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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RECORDER

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