

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: \_\_\_\_\_

THIS DEED OF TRUST, made this 7TH day of SEPTEMBER, 1992, between

TOMMY DEAN KERLEY, herein called TRUSTOR,

whose address is 1045 VERDE WAY, GARDNERVILLE, NEVADA 89410 (state) (zip) and

WESTERN TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and

NANCY LEE KERLEY, herein called BENEFICIARY,

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

ALL THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF TIERRA LINDA ESTATES SUBDIVISION AS RECORDED; THENCE SOUTH 0° 23' 30" EAST ALONG THE WEST SIDE OF LOT 2, A DISTANCE OF 276.38 FEET TO A POINT; THENCE NORTH 88° 11' 45" WEST, A DISTANCE OF 315.32 FEET TO A POINT; THENCE NORTH 0° 22' 28" EAST, A DISTANCE OF 276.37 FEET TO A POINT; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF VERDE WAY; THENCE SOUTH 88° 11' 45" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 315.24 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 27-080-05

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 \$32,150.00 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 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 fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Carson City	Off. Rec.		00052876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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 charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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.

STATE OF NEVADA  
COUNTY OF DOUGLAS

ss.

On this 8th day of September, 1992 before

me, a notary public in and for said state, personally appeared TOMMY DEAN KERLEY, personally known

(or proved) to me to be the person who executed the above instrument, and acknowledged to me that HE executed the same for the purposes stated therein.

*[Signature of Tommy Dean Kerley]*  
TOMMY DEAN KERLEY

Signature

*[Signature of Jack Sheehan]*  
JACK SHEEHAN  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
WHEN RECORDED MAIL TO:  
MY APPOINTMENT EXPIRES DEC. 2, 1993

JACK Sheehan  
PO 1588 Minden Nev  
89423

FOR RECORDER'S USE

REQUESTED BY

*[Signature of Jack Sheehan]*  
AN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

92 SEP -8 P1:20

SUZANNE BEAUDREAU  
RECORDER

287771

\$5.00 PAID DEPUTY

BOOK 992 PAGE 1119