

Order No. \_\_\_\_\_

Escrow No. \_\_\_\_\_

When Recorded Mail To:

✓ Hale, Lane Peek, Dennison & Howard  
PO Box 3237 Reno NV 89505

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16 day of December, 1992 between

JOHN E. MASON, a married man as his sole and separate property, TRUSTOR,  
whose address is

(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and  
BETTY L. RASTELLI, a widow as to an undivided one-half (1/2) interest; and JOE M.  
RASTELLI, an unmarried man as to an undivided one-half (1/2) interest, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the  
, County of Douglas, State of NEVADA described as:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION INCORPORATED HEREIN BY THIS REFERENCE.

THIS DEED OF TRUST IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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 \$ 20,000.00 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	38 Mortgages	383	116384	Lincoln			46902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40060	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emerald	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45841	Perthing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				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 charge therefor does not exceed a reasonable amount.

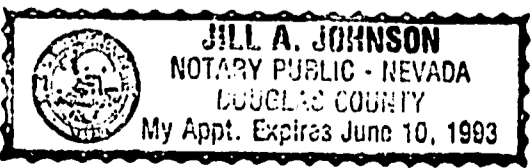
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA )  
County of Douglas ) ss.

Signature of Trustor  
John E. Mason  
JOHN E. MASON

On December 16, 1992  
personally appeared before me, a Notary Public,  
JOHN E. MASON, personally known or  
proved to me to be the person whose name  
is subscribed to the above instrument  
who acknowledged that he executed the above  
instrument.

Jill A. Johnson Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**Situate in Section 16, Township 13 North, Range 18 East:**

**BEGINNING at a point 168.05 feet North of the South line of Section 16, Township 13 North, Range 18 East, M.D.B. & M., and 20 feet West of the East line of said Section 16, said point being marked by an iron pipe set in concrete, and running thence North  $0^{\circ}02\text{-}1/2'$  West, 102.75 feet parallel to the East line of said Section, to an iron pipe set in concrete; thence South  $89^{\circ}57\text{-}1/2'$  West, 434.26 feet to an iron pipe set in concrete on the meander line of Lake Tahoe; thence South  $28^{\circ}00'$  East along said meander line 142.32 feet to an iron pipe set in concrete; thence North  $86^{\circ}26\text{-}1/2'$  East, 368.26 feet to the POINT OF BEGINNING.**

**EXCEPTING THEREFROM any portion of the described property below the elevation of 6,223 feet, Lake Tahoe Datum.**

**ALSO that certain right-of-way for road purposes, as set forth under those certain Agreements recorded in Book R of Deeds, Page 557 and in Book F of Agreements, Page 45, Douglas County Records, said right-of-way extending from the above described property to the public road.**

**TOGETHER with a right-of-way 20 feet wide as conveyed by Deed recorded in Book T of Deeds, Page 356, Douglas County Records.**

**Assessor's Parcel No. 05-250-16**

**299534**

**BOOK 293 PAGE 2180**

**EXHIBIT "B"**

In the event that Trustor, or any successor in interest of Trustor in the real property encumbered by this deed of trust shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then, at the option of Beneficiary, the then unpaid balance of principal and interest due hereunder shall forthwith become due and payable although the time of maturity otherwise expressed shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

Exhibit "B" to that certain deed of trust dated \_\_\_\_\_, 1992, executed by JOHN E. MASON, a married man as his sole and separate property, as Trustor in favor of BETTY L. RASTELLI, a widow as to an undivided one-half (1/2) interest; and JOE M. RASTELLI, an unmarried man as to an undivided one-half (1/2) interest, as Beneficiary.

REQUESTED BY  
*Hale, Lass et als*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

93 FEB 12 AM 1:29

EEN\77090001\EX-B.EEN

SUZANNE BEAUDPEAU  
RECORDER

700 PAID *ka* DEPUTY

299534

BOOK 293 PAGE 2181