ESCROW NO.: 930152VM ORDER NO.: DO-19022-TO

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

, 19 93

THIS DEED OF TRUST, made this 21 day of July

between, JOHN M. KOEPKE AND JEAN A. KOEPKE, husband and wife

herein called TRUSTOR

whose address is 1403 Jane Way Gardnerville, Nevada 89410

and MARQUIS ESCROW INC., a Nevada Close Corporation, herein called TRUSTEE, and

JOSEPH I. CRONIN, Trustee of the JOSEPH I. CRONIN, Ltd. Profit Sharing Plan dated December 26, 1986

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 29-313-01, more specifically described as follows:

Lot 411, of GARDNERVILLE RANCHOS UNIT NO. 7, according to the map thereof filed in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374 of Maps, Page 676, as File No. 72456.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE 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 \$ 21,000.00 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 evidence 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	воок	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	AND DESCRIPTION OF THE PERSON	224333	Lyon	Off. Rec.		0104086
Clark	861226 Off.Rec.	A CONTRACTOR OF THE PARTY OF TH	00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec. 🦯	2432	147018	Nyc	558 Off. Rec	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storcy	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	<b>/</b> 187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pinc	104 Off. Rec.	531	241215
Lander	270 Off Bac	02.1	127077	\ \ \	~_/		

shall insure 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

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

JOHN M.

STATE OF NEVADA

COUNTY OF

TLAN

appeared before me, a Notary Public personally

who acknowledged that The executed the above instrument

Public

OFFICIAL SEAL **ROBIN MOORE** KSTARY PUBLIC - STATE OF HEYAGA

DOUBLES COUNTY

CROWELL, SUSICH, OWEN & TACKES, LTD. 510 W. FOURTH STREET POST OFFICE BOX 1000 **CARSON CITY, NEVADA 89702** 

WHEN RECORDED MAIL TO

Joseph I. Cronin P.O. Box 335

Minden, Nevada 89423

313433

BK0793PG4996

## **EXHIBIT "A"**

## **DUE ON SALE CLAUSE**

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE WRITTEN APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.

This note further provides for a prepayment penalty in an amount equal to 90 days unearned interest if prepaid within one year from the due date of first payment, and 60 days unearned interest if prepaid within two years from the due date of first payment, and 30 days unearned interest if prepaid within three years from the due date of first payment.



FIRST CENTENNIAL TITLE CO.

IN OFFICIAL PECORDS OF
DOUGLAS SOL NEVADA

93 JLL 26 P3:42

**31343**3 BK 0 7 9 3 PG 4 9 9 7 SUZANNE BLATTOREAU
SO RECORDEN

SO PAIU KO DEPUTY