## ORDER NO. 93011215GG

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 26TH day of July 1993, between

RICHARD E. DUNN and MARGARITA S. DUNN, husband and wife, as joint tenants, herein called TRUSTOR,

whose address is: 1104 Los Robles Street, Davis, Ca 95616

and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

EDWARD F. TANGELDER AND KAREN L. TANGELDER, husband and wife as joint tenants, herein called BENEFICIARY,

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

Lot 120, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on February 20, 1967, as Document No. 35464.

Assessor's Parcel No. 37-231-02

Together with the rents, issues and profits thereof, subject, however, to 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 \$ 65,000.00 the 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 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     | воок | PAGE | DOC.NO. |
|---|-------------|--------|-------|-----------|------------|------|------|---------|
|   | Carson City | 7      | Δ.    | 000-52876 | Lincoln    | 73   | 248  | 86043   |
|   | Churchill   |        | 1     | 224333    | Lyon       |      |      | 0104086 |
| ١ | Clark       | 861226 | /     | 00857     | Mineral    | 112  | 352  | 078762  |
| ٦ | Douglas     | 1286   | 2432  | 147018    | Nye        | 558  | 075  | 173588  |
|   | Elko        | 545    | 316   | 223111    | Pershing   | 187  | 179  | 151646  |
|   | Esmeralda   | 110    | 244   | 109321    | Storey     | 055  | 555  | 58904   |
|   | Eureka      | 153    | 187 / | 106692    | Washoe     | 2464 | 0571 | 1126264 |
|   | Humboldt    | 223    | 781   | 266200    | White Pine | 104  | 531  | 241215  |
|   | Lander      | 279    | 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 therefore 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.

314140

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| RICHARD E. DUNN  | X Margarita S. Dunn   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| STATE OF <u>Neuron</u> ; COUNTY OF <u>Douglas</u> ;  | ·   |  |  |  |  |  |  |
| On DUGUST 2, 1933 personally appeared before me, a Notary Public, RICHBRU F. DUDE W MARGERIAS.                 |   |  |  |  |  |  |  |
| personally known or proved to me to subscribed to the above instrument we the same for the purposes therein st | nho acknowledged that they executed   |  |  |  |  |  |  |
| Notary Public  | GAYLE GISSELL  Notary Public - State of Nevada  Association of Percended in Causen City  Approximately Expended FFB. 11, 1995 |  |  |  |  |  |  |

## LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 120, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on February 20, 1967, as Document No. 35464.

Assessor's Parcel No. 37-231-02.



**314140** BK0893PG0256 SUZANNE BEAUEREAU
RECORDER
PAID KO DEPUTY