

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 100703RM

THIS DEED OF TRUST, made this 31st day of March, 1994, between

JOSEPH R. MURRAY AND MEILI MURRAY, husband and wife, herein called TRUSTOR,

whose address is P.O. Box 248, Genoa, NV 89411 (city) (state) (zip) and

PACIFIC TITLE, INC., a Nevada corporation, herein call TRUSTEE, and

THEODORE J. WEBER AND KATHERINE A. WEBER, husband and wife as joint tenants with right of survivorship, 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:

Parcel 3, as shown on that certain Parcel Map for Robert and Yoshiko Oswald recorded January 19, 1993, in Book 193 at Page 2246, Official Records of Douglas County, State of Nevada as Document No. 297501.

A.P.N. 29-480-31

In the event the trustor sells, conveys or alienates the with described real property; or contracts to sell, convey alienate; or is divested of title in any other manner without the approval of 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.

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 the sum of \$ 109,000.00 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective recording details.

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

SS

COUNTY OF Douglas

ON April 1, 1994

personally appeared before me, a Notary Public,

Joseph R. Murray and Meili Murray

personally known or believed to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that t hey executed the instrument.

Signature of Joseph R. Murray and printed name JOSEPH R. MURRAY

Signature of Meili Murray and printed name MEILI MURRAY

Signature of Notary Public and printed name Notary Public



FOR RECORDER'S USE REQUESTED BY

PACIFIC TITLE, INC. IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

'94 APR -7 AM 10:10

J. DANNE J. ANDREAU RECORDER

PAID K2 DEPUTY

WHEN RECORDED MAIL TO:

Mr. & Mrs. Theodore J. Weber

P.O. Box 601

Minden, NV 89423

334583

BK 0494 PG 1326