

When recorded, mail to:  
Brooke & Shaw  
Box 2860  
Minden NV 89423

**DEED OF TRUST  
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST is made this 25 day of JULY, 1994, between GEORGE ASAY, herein called TRUSTOR, whose address is P. O. Box 1943, Gardnerville, Nevada 89410, and STEWART TITLE OF DOUGLAS COUNTY, of Minden, Nevada, herein called TRUSTEE, and BROOKE & SHAW, LTD., herein called Beneficiary, whose address is P. O. Box 2860, Minden, Nevada 89423.

**WITNESSETH:**

WHEREAS, Trustor is indebted to Beneficiary in the sum of TWELVE THOUSAND TWO HUNDRED EIGHTY-SIX AND 63/100 DOLLARS (\$12,286.63) in lawful money of the United States, and has agreed to pay the same with interest at the rate of eighteen percent (18%) per annum on the principal balance in like lawful money, according to the terms of the Promissory Note of even date herewith, executed and delivered by the Trustor to the Beneficiary, which Promissory Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, Trustor in consideration of the foregoing and for the purposes of securing all the covenants and conditions of said Promissory Note, and of this Deed of Trust, has granted, bargained, sold, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Trustee, its successors and assigns, all of their undivided interest in that certain real property situate in County of Douglas, State of Nevada, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, and to its successors and assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

1. To permit the Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described lands and premises.

2. That the Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which

insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustor to Beneficiary.

4. That Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by Trustor to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.

6. The following covenants, Nos. 1, 2 (amount of insurance shall be \$15,000), 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

8. The Trusts created herein are irrevocable.

9. Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

IN WITNESS WHEREOF, Trustor has hereunto caused the execution of this Deed of Trust the day and year set forth above.

SIGNATURE OF TRUSTOR

George W Asay  
GEORGE ASAY

STATE OF NEVADA            )  
  )    ss.  
COUNTY OF DOUGLAS    )

On 25 July, 1994, personally appeared before me, a notary public, GEORGE ASAY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Rebekah Higginbotham  
Notary Public



This space is for recording information.

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**BROOKE & SHAW**  
Post Office Box 2860  
Minden, Nevada 89423  
(702) 782-7171

Exhibit A

Legal Description

A parcel of land created by order of the Ninth Judicial District Court pursuant to the judgment of case 30083, Department 1 and more particularly described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the northeast 1/4 of the northwest 1/4 of Section 14, Township 10 North, Range 22 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

All that portion of Parcel 40 as shown on that certain map entitled Division of Land into Large Parcels for Evan L. Allred, filed for record in Book 493 at page 4737 as document number 305536, Official Records of Douglas County, Nevada and more particularly described as follows:

Commencing at the north 1/4 corner of aforesaid Section 14; thence along the east line of aforesaid northeast 1/4 of the northwest 1/4 of Section 14

South 00°26'30" West a distance of 323.53 feet to a point on the southerly right-of-way line to State route 208, which point is the TRUE POINT OF BEGINNING; thence continuing along said line South 00°26'30" West a distance of 807.55 feet; thence leaving said line North 89°33'30" West a distance of 700.00 feet; thence

North 00°26'30" East a distance of 551.24 feet to a point on the aforesaid southerly right-of-way line of State route 208; thence along said line which is a curve to the right whose radius point bears South 21°47'55" East a distance of 9,927.25 feet, with a central angle of 04°18'10", an arc length of 745.52 feet and whose chord bears

North 70°21'10" East a distance of 645.35 feet to the TRUE POINT OF BEGINNING and containing 11.00 acres more or less.

REQUESTED BY  
*Brooke L. Shaw*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU  
RECORDER  
\$ 11.00 PAID KD DEPUTY