

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 94031386

THIS DEED OF TRUST, made this 5th day of October, 19 94, between MICHAEL BERRY AND DONNA BERRY, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 1/2 INTEREST AND CRAIG D. CANEPA AND MARILYN K. CANEPA, HUSBAND AND WIFE AS JOINT TENANTS, herein called TRUSTOR, AS TO AN UNDIVIDED 1/2 INTEREST whose address is 366 Riverpark Drive Redding CA 96003 and (number and street) (city) (state) (zip)

STEWART TITLE OF CARSON CITY, a Nevada corporation, herein call TRUSTEE, and DEAN L. BERRY AND JEMIE MARIE BERRY, HUSBAND AND WIFE AND DONALD D. BERRY, A MARRIED MAN ALL AS TENANTS IN COMMON, 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: Lot 14, in Block A, as shown on the Official Plat of DOWNTOWN GRIZ SUBDIVISION, filed for record in the office of the Douglas County Recorder, on October 7, 1991, as Document No. 262042, Official Records.

In the event that Trustor shall sell or contract to sell the parcel of land hereby encumbered without first obtaining the written consent of Beneficiary, the balance of principal and interest that shall then remain unpaid on the obligation herein shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived.

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 \$40,000.00*****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 ficiticious 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 associated document 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 x California SS

COUNTY OF Shasta

ON October 7, 1994

personally appeared before me, a Notary Public, Michael Berry and Donna Berry

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

Handwritten signatures and printed names of MICHAEL BERRY, DONNA BERRY, CRAIG D. CANEPA, and MARILYN K. CANEPA.

Notary Public Marcia Holiday OFFICIAL SEAL NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN SHASTA COUNTY My Commission Expires June 23, 1995

WHEN RECORDED MAIL TO:

DEAN L. BERRY & JEMIA MARIE BERRY DONALD D. BERRY 358 Riverpark Drive

Redding, CA 96003

SHEERIN, WALSH & KEELE ATTORNEYS AT LAW PO BOX 806 CARSON CITY, NEVADA 89702 PO BOX 1377 GARDNERVILLE, NEVADA 89410

FOR RECORDER'S USE 348506 BK 1094 PG 2356

STATE OF NEVADA)

COUNTY OF Washoe)

) SS.

On October 11, 1994 personally appeared before me, a notary public, _____
Craig P. Canepa, 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.

Nikki Bartel
Notary Public



STATE OF NEVADA)

COUNTY OF Washoe)

) SS.

On October 11, 1994 personally appeared before me, a notary public, _____
Marilyn K. Canepa, 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.

Nikki Bartel
Notary Public



REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 OCT 14 A9:30

348506
BK 1094 PG 2357

SUZANNE BEAUDREAU
RECORDER
\$ 8.00 PAID ke DEPUTY