

When recorded, mail to:  
William Jac Shaw  
P. O. Box 2860  
Minden NV 89423

**DEED OF TRUST  
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST is made this 28<sup>th</sup> day of December, 1994, between VANCE KLEINENDORST and ANN KLEINENDORST, husband and wife, herein called TRUSTOR, whose address is 1329 Ladera Drive, Carson City, Nevada 89701, and STEWART TITLE OF CARSON CITY, herein called TRUSTEE, and CLINTON C. DeWITT III, as his sole and separate property, and WILLIAM JAC SHAW, herein collectively called Beneficiary, whose address is 1590 Fourth Street, Minden, Nevada 89423.

**WITNESSETH:**

WHEREAS, Trustor is indebted to Beneficiary in the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) in lawful money of the United States, and has agreed to pay the same with interest at the rate of ten percent (10%) 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 Carson City, State of Nevada, described as follows:

Lot 241 as shown on the map of PARK TERRACE SUBDIVISION, UNIT NO. 1, filed in the office of the Recorder of Carson City, (formerly Ormsby County), Nevada on May 6, 1965 in Map Book 2, Page 257, as File No. 90219.

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 \$80,000), 3, 4 (interest 12%), 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.

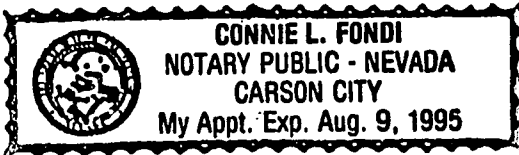
SIGNATURE OF TRUSTOR  
  
VANCE KLEINENDORST

  
ANN KLEINENDORST

STATE OF NEVADA )  
CARSON CITY )  
COUNTY OF \_\_\_\_\_ )

SS.

On December 28, 1994, personally appeared before me, a notary public, VANCE KLEINENDORST, 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.

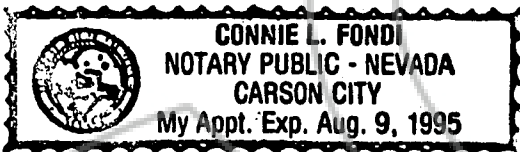


Connie L. Fondi  
Notary Public

STATE OF NEVADA )  
CARSON CITY )  
COUNTY OF \_\_\_\_\_ )

SS.

On December 28, 1994, personally appeared before me, a notary public, ANN KLEINENDORST, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.



Connie L. Fondi  
Notary Public

This space is for recording information.

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

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

'95 FEB 17 12:44

LINDA SLATER  
RECORDER

\$10<sup>00</sup> PAID 22 DEPUTY

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