

ORDER NO. ACCM965

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 19TH day of January 1995, between

HUGH STOCKTON AND CAROLYN STOCKTON, HUSBAND AND WIFE AS JOINT TENANTS, herein called TRUSTOR,

whose address is: P.O. BOX 159, MINDEN, NV 89423

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

JEAN IRIBARREN AND GRACE IRIBARREN, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED \$260,000.00 AND GARY DODDS AND JUDY K. DODDS, HUSBAND AND WIFE AS JOINT TENANTS AS TO \$10,000.00, 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 B, AS SHOWN ON PARCEL MAP #3 FOR HUGH STOCKTON, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 8, 1993, IN BOOK 1293, PAGE 1503, AS DOCUMENT NO. 32445.

A.P.N. 21-240-55

PARCEL'S 4-A, 4-B AND 4-D AS SET FORTH ON PARCEL MAP #2 FOR HUGH STOCKTON FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 8, 1993, IN BOOK 1293, PAGE 1582, AS DOCUMENT NO. 324444 OF OFFICIAL RECORDS.

A.P.N. 21-240-50, 21-240-51, 21-240-53

DUE ON SALE CLAUSE:

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

PARTIAL RELEASE CLAUSE:

SO LONG AS THE TRUSTORS ARE NOT IN DEFAULT UNDER THE TERMS OF THIS DEED OF TRUST AND NOTE SECURED HEREBY, THE BENEFICIARY'S AGREE TO EXECUTE REQUESTS FOR PARTIAL RECONVEYANCES OF PARCELS FROM TIME TO TIME, RELEASING SUCH PARCELS FROM THE LIEN HEREOF, UPON RECEIPT OF THE PRINCIPAL SUM OF \$160,000.00 AS TO PARCEL 4-D, A.P.N. 21-240-53, THE PRINCIPAL SUM OF \$36,666.66 AS TO PARCEL 4-B, A.P.N. 21-240-51, THE PRINCIPAL SUM OF \$36,666.67 AS TO PARCEL 4-A, A.P.N. 21-240-50, THE PRINCIPAL SUM OF \$36,666.67 AS TO PARCEL B, A.P.N. 21-240-55. EACH PARCEL RELEASED MUST PROVIDE LEGAL ACCESS TO THE REMAINING UNRELEASED PARCELS. ANY COSTS INCURRED BY REASON OF SAID RELEASES, INCLUDING ANY FILING OF A PARCEL MAP, SHALL BE PAID BY THE TRUSTOR. ALL RELEASE PAYMENTS SHALL BE APPLIED UPON THE UNPAID PRINCIPAL BALANCE OF THE NOTE SECURED HEREBY. BENEFICIARY'S ACCEPTANCE OF THE RELEASE PAYMENTS AND SUBSEQUENT RELEASES SHALL NOT AFFECT THE LIABILITY OF THE TRUSTOR FOR THE INDEBTEDNESS REMAINING AFTER EACH RELEASE, UNTIL SAID PRINCIPAL SUM IS FULLY PAID.

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 \$ 270,000.00 the interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Bene-

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMPANIMENT TO THE LIABILITY, EXPRESSED OF INTEREST AS ASSIGNED AS TO ITS REGULARITY OF CONSEQUENCE NOT AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED HEREIN.  
STEWART TITLE OF DOUGLAS COUNTY

fiary, 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	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	73	248	86043
Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	352	078762
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.

Hugh Stockton  
HUGH STOCKTON

Carolyn Stockton  
CAROLYN STOCKTON

STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )



On February 6, 1995, personally appeared before me,  
a Notary Public,

Hugh Stockton and Carolyn Stockton

personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

Mary H. Kelsh  
Notary Public

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

'95 MAR 14 10:30

WHEN RECORDED, MAIL TO:

JEAN IRIBARREN  
371 COLUMBUS AVE.  
SAN FRANCISCO, CA 94133

357805

LINDA SLATER  
RECORDER  
\$8.00 PAID 2 DEPUTY

BK 0395 PG 1635