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WHEN RECORDED MAIL TO:  
MILTON MANOUKIAN, ESQ.  
439 WEST PLUMB LANE  
RENO, NV 89509

DEED OF TRUST

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THIS DEED OF TRUST made this 1st day of February, 1995, by and between HERBERT W. TOUT, "Trustor", and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, "Trustee", and DONNA TOUT, Executrix of the ESTATE OF ROBERT EVANS TOUT, Deceased, "Beneficiary;"

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary, as evidenced by a certain Promissory Note of even date herewith, in the principal sum of One Hundred Thirty-Five Thousand (\$135,000.00) Dollars, the principal sum bearing interest at the rate of Eight (8%) Percent per annum and being paid with the right of prepayment as set forth in the Promissory Note.

NOW, THEREFORE, Trustor, for the purpose of securing the payment of the Promissory Note and principal and interest therein, attorney's fees and other amounts set forth therein and in this instrument, and including the usual reconveyance fee to the Trustee, does hereby irrevocably grant, transfer, and assign to Trustee in trust, with power of sale, all its right, title and interest in that certain real property situate in the County of Douglas, State of Nevada, and more particularly described as follows:

As same appears on Exhibit "A" hereto attached and incorporated herein by reference.

APN 41-010-13

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BK 0495PG3979

LAW OFFICE OF  
MILTON MANOUKIAN, ESQ.  
SOUTHWEST PROFESSIONAL CENTRE  
439 WEST PLUMB LANE  
RENO, NEVADA 89509  
(702) 786-2220

1 TOGETHER WITH all and singular the tenements, hereditaments,  
2 and appurtenances thereunto belonging or in anywise appertaining,  
3 and the reversion and reversions, remainder and remainders,  
4 rents, issues and profits thereof, and, also, all of the estate,  
5 right, title and interest, homestead, or other claim or demand,  
6 as well in law as in equity, which the Trustor now has or may  
7 hereafter acquire, of, in, or to the said premises, or any part  
8 thereof, with the appurtenances.

9 There is assigned to the Trustee as security all rents,  
10 issues and profits, present and future, but which assignment  
11 Trustee agrees not to enforce so long as Trustor is not in  
12 default in the payment of any sum or performance of any act to be  
13 made or performed hereunder, but in the event of default Trustor  
14 hereby gives to and confers upon Beneficiary and Trustee, or  
15 either of them, the right, power and authority to collect rents,  
16 issues and profits of said property or any personal property  
17 located thereon, with or without taking possession of the  
18 property affected hereby, reserving to Trustor the right, prior  
19 to any default by Trustor in payment of any indebtedness secured  
20 hereby or in the performance of any agreement hereunder, to  
21 collect and retain such rents, issues and profits, as they may  
22 accrue and become payable.

23 AND THIS INDENTURE FURTHER WITNESSETH:

24 FIRST: The Trustor promises to properly care for and keep  
25 the property herein described in good condition, order and  
26 repair; to care for, protect and repair all buildings and  
27 improvements now or hereafter situated thereon; not to remove or  
28 demolish any building or other improvement now or hereafter

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1 situated thereon until such time as the remaining balance due on  
2 account of the obligations set forth herein shall be paid in  
3 full; otherwise to protect and preserve the said premises and the  
4 improvements thereof, and not to commit or permit any waste or  
5 deterioration of said buildings and improvements or of said  
6 premises. Trustor further grants to Trustee and Beneficiary the  
7 right to inspect at all reasonable times and upon reasonable  
8 notice, the premises and all buildings or other improvements now  
9 or hereafter situated thereon.

10 SECOND: The following covenants, Numbers 1, 2 (full  
11 replacement value of all buildings and improvements), 3, 4  
12 (Interest at twelve percent per annum), 5, 6, 7 (Reasonable  
13 attorney's fees), 8 and 9 of N.R.S. 107.030, are hereby adopted  
14 and made a part of this Deed of Trust.

15 THIRD: The rights and remedies hereby granted shall not  
16 exclude any other rights and remedies granted herein or by law,  
17 shall be concurrent and cumulative.

18 FOURTH: If the subject premises, or any part thereof, be  
19 condemned under any power of eminent domain, or acquired for  
20 public use in condemnation proceedings, then consideration for  
21 such acquisition, to the extent of the full amount of the  
22 indebtedness of the Promissory Note secured by this Deed of Trust  
23 remaining unpaid, is hereby assigned by Trustor to Beneficiary to  
24 be applied on account of said indebtedness.

25 FIFTH: Trustor further agrees that Beneficiary may, from  
26 time to time and for periods not exceeding one year, on behalf of  
27 the Trustor, renew or extend any Promissory Note or other  
28 indebtedness secured hereby, and said renewal or extension shall

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1 be conclusively deemed to have been made when so endorsed on said  
2 Promissory Note or Notes by Beneficiary on behalf of Trustor.

3 SIXTH: In the event of a default in the performance of any  
4 obligation, covenant or condition of this Deed of Trust or the  
5 failure of any payment under this Deed of Trust or the Promissory  
6 Note secured hereby, any notice given under Section 107.080 of  
7 the Nevada Revised Statutes shall be given by certified mail,  
8 with postage prepaid, to the Trustor, addressed to:

9 Herbert W. Tout  
10 Post Office Box 2084  
Stateline, Nevada 89449

11 and such notice shall be binding upon Trustor and their  
12 successors in interest. Said address may also be used for giving  
13 of any other notice which might be given hereunder or pursuant to  
14 law.

15 SEVENTH: In the event the Trustor makes any improvements in  
16 or upon or to the above described premises, said Beneficiary  
17 shall be protected from any mechanic's liens of any kind  
18 whatsoever, either for work and labor done or performed or  
19 materials furnished, and to that end, the Trustor agrees to file  
20 a Notice of Non-Responsibility in accordance with the require-  
21 ments of the State of Nevada.

22 EIGHTH: All the provisions of this instrument shall inure  
23 to, apply to and bind the legal representatives, heirs and  
24 assigns to each party respectively.

25 NINTH: Unless otherwise required by the context, the use of  
26 the singular herein shall include the plural, the use of the  
27 plural shall include the singular, and the use of any gender  
28 shall include any other gender.

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1 TENTH: If all or any portion of the property which is the  
2 subject of this Deed of Trust is conveyed from Trustor by deed,  
3 contract, execution, instrument or any other mode or means,  
4 voluntarily or involuntarily, not caused by the demise of  
5 Trustor, or on the occurrence of the acceleration date set forth  
6 in the promissory note of even date herewith which will effect,  
7 in law or equity, a divestiture of Trustor's interest or title in  
8 said property, the note secured hereby shall accelerate and the  
9 entire balance of principal and interest shall forthwith become  
10 due and payable without notice or demand.

11 ELEVENTH: All the provisions of this instrument shall be  
12 irrevocable by Trustor.

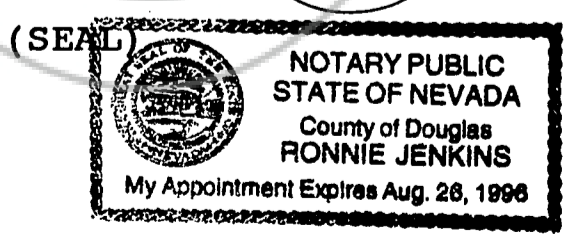
13 IN WITNESS WHEREOF, the Trustor has caused this instrument  
14 to be executed on the day and year first above written.

15  
16 TRUSTOR: Herbert W. Tout  
HERBERT W. TOUT

17  
18  
19 STATE OF NEVADA )  
20 : ss.  
21 COUNTY OF DOUGLAS )

22 On this 28th day of February, 1995,  
23 before me, a Notary Public, personally  
24 appeared HERBERT W. TOUT personally  
25 known to or proven to me to be the  
26 person who executed the above instrument  
27 freely and voluntarily and for the  
28 intents and purposes therein mentioned.

26 Ronnie Jenkins  
NOTARY PUBLIC



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BK 0495PG3983

EXHIBIT "A"  
DESCRIPTION

REVISED PARCEL C

All that real property situate in the County of Douglas, State of Nevada, described as follows:

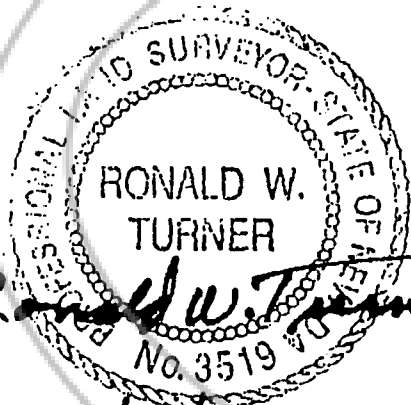
All that portion of Parcel C as shown on the Record of Survey Lot Line Adjustment for Robert E. Tout, recorded in the Office of the County Recorder May 4, 1990, in Book 590, at Page 661, as Document No.225352, Douglas County Records, more particularly described as follows:

Beginning at a point which bears South  $00^{\circ} 01' 18''$  West 835.86 feet from the Northwest Section Corner of Section 30, Township 13 North, Range 18 East, M.D.M., thence South  $44^{\circ} 35' 39''$  East 192.21 feet; thence South  $00^{\circ} 01' 18''$  West 20.00 feet; thence South  $16^{\circ} 45' 00''$  East 100.00 feet; thence South  $40^{\circ} 12' 20''$  East 255.55 feet; thence South  $62^{\circ} 26' 27''$  West 58.91 feet; thence North  $20^{\circ} 29' 05''$  West 76.24 feet; thence North  $56^{\circ} 12' 32''$  West 84.09 feet; thence WEST 130.00 feet; thence NORTH 200.00 feet; thence WEST 50.00 feet to a point on the West Section line of Section 30; thence North  $00^{\circ} 01' 18''$  East 156.87 feet along the West Section line of Section 30 to the Point of Beginning.

The basis of bearings of this description is identical to that of the Parcel Map for Nev-Pines Assoc., recorded in the Office of the County Recorder December 19, 1980 in book 1280, at Page 1327, as Document No.51822, Douglas County Records, being the bearing "North  $00^{\circ} 01' 18''$  East" along the West Section line of Section 30.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, Nv. 89449



2/7/95

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

'95 APR 26 P3:38

LINDA SLATER  
RECORDER

\$12.00 PAID DEPUTY

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