ORDER NO. 95070147

33

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17TH day of April 1995, between

whose address is: 1028 ARROWHEAD, GARDNERVILLE, NV 89410

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

ANN M. PARKS, an unmarried woman, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale that property in City of GENOA,, Douglas County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

Together with all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property.

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 \$ 163,000.00 the interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of 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 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:

le name of such county, namely:								
	COUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	<b>7</b> 3	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	<b>27</b> 9	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.

CRAIG CRAWFORD

Mya & CRAWFORD

STATE OF NEVADA

SS.

COUNTY OF DOUGLAS

on April 28, 1995

, personally appeared before me,

a Notary Public, Crawford and Mya E. Craw

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.

Notary Public

L. HENDRICK
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES APR. 29, 1997

WHEN RECORDED, MAIL TO:

ANN M. PARKS C/O Northern Newada Title Co. GIZ N. Division St. Carson City, W 8970/

## **LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada County of Douglas, described as follows:

A parcel of land, located in the SE 1/4 SE 1/4 of Section 10, and the SW 1/4 SW 1/4 of Section 11, T.13 N., R. 19 E., M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at the Southwest corner of said Section 10, T. 13 N., R. 19 E., proceed N 89°37'51" E., 3954.34 feet, along the section line, to the TRUE POINT OF BEGINNING, which is the Southwest corner of the parcel; proceed thence N 0°02'02" W., 711.83 Feet, to the Northwest corner of the parcel; thence S 71°31'30" E., 1796.01 Feet, along the southerly right-of-way line of Genoa Lane, to the Northeast corner of the parcel; thence S 5°15' W., 135.41 Feet, to the Southeast corner of the parcel; thence N 89°55' W., 384.82 Feet, to the Southeast corner of Section 10, T. 13 N., R. 19 E., a found iron pipe; thence S 89°37'51" W., 1305.84 feet, along the section line, to the TRUE POINT OF BEGINNING.

Assessors Parcel No. 17-130-07.

REQUESTED BY

STEWART TITLE OF DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

95 MAY 24 P4 49

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