

ORDER NO. 95081750

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 14TH day of September 1995, between ROSANN L. OSBORN, herein called TRUSTOR, AN UNMARRIED WOMAN whose address is:, 1202 KINGSLANE, GARDNERVILLE, NV 89410 and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

DENNIS L. MCFADDEN AND RITA MCFADDEN, HUSBAND AND WIFE AS JOINT TENANTS, 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:

THE FOLLOWING COLLATERAL:

LOT 1, AS SHOWN ON THE MAP OF KINGSLANE UNTI NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 26, 1968 AS DOCUMENT NO. 43243.

ASSESSOR'S PARCEL NO. 25-371-01

THAT PERSONAL PROPERTY LOCATED IN DOUGLAS COUNTY, NEVADA DESCRIBED AS 1973 TITAN MOBILE HOME 70X14 SERIAL 40357400185

TO FURTHER PROTECT THE SECURITY OF THIS DEED OF TRUST WITH RESPECT TO THE COLLATERAL DESCRIBED ABOVE, TRUSTOR EXPRESSLY AGREES THAT THE COVENANTS AND AGREEMENTS SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SHALL INURE TO AND BIND THE PARTIES HERETO.

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.

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 \$ 51,000.00 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:

COUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	73	248	86043
Churchill			224333	Lyon			0104086

371777  
BK 1095PG0171

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.

*Rosann L. Osborn*  
**ROSANN L. OSBORN**

STATE OF ~~NEVADA~~ *California* )  
) SS.  
COUNTY OF DOUGLAS )

STATE OF CALIFORNIA  
COUNTY OF INYO } S.S.

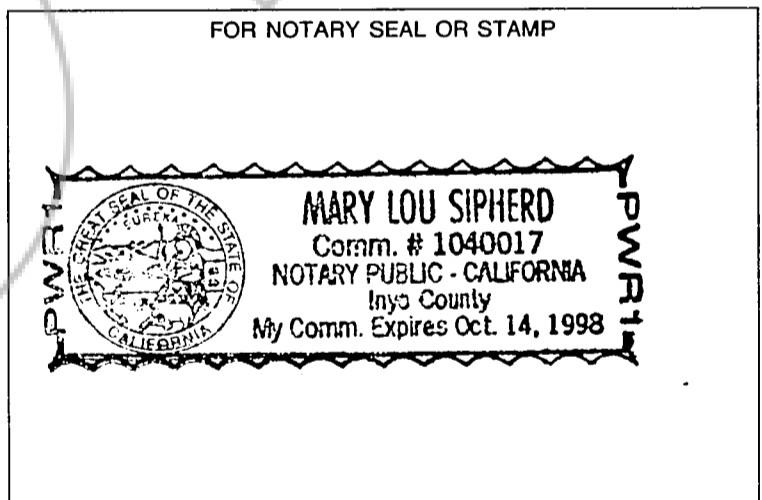
On SEPTEMBER 21, 1995 before me,  
MARY LOU SIPHERD  
a Notary Public in and for said County and State, personally appeared  
ROSANN L. OSBORN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature *Mary Lou Sipherd*  
F 2492 (5-91)

**SECURITY AGREEMENT**



CERTIFICATE OF ACKNOWLEDGEMENT

1. The rights and remedies of Beneficiary upon the occurrence of one or more default by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to an extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order;

(a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

(b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

2. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code--Secured Transactions.

3. If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) All the real property and all the personal property may be sold, in manner and at the time and place provided in provision B-6 of this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combination of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

4. If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104,9507, both inclusive.

5. As to the mobile home collateral: 1973 Titan, 70x14 serial #40357400185

(a) Trustor acknowledges that collateral is classified as consumer goods

(b) Trustor will pay all real estate taxes and assessments due against the mobile home.

(c) The mobile home will be insured by Trustor against all risks commonly insured by owners of like collateral and those which Beneficiary may designate, with policies acceptable to Beneficiary and with both Trustor and Beneficiary as named insureds thereunder as their interest may appear. The limits of the all risk policy shall be in a reasonable amount. Trustor agrees to pay, when due, all premiums on said policies of insurance.



If Trustor should fail to procure and maintain said insurance policies, Beneficiary may, at this option, procure and maintain them. Trustor shall reimburse Beneficiary for any sums advanced by Beneficiary hereunder, on demand, together with interest thereon at fourteen (14) percent per annum from the date paid until the date of reimbursement.

(d) The mobile home will not be moved from its present location of 1202 KINGSLANE, GARDNERVILLE, NEVADA without the prior written consent of the Beneficiary.

TRUSTOR:

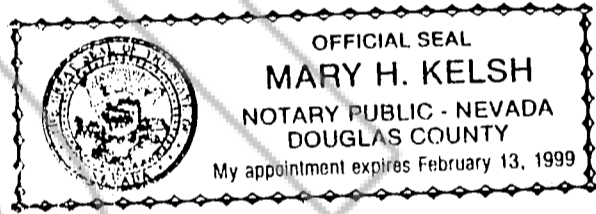
ROSANN L. OSBORN

BENEFICIARY:

Dennis L. McFadden  
DENNIS L. MCFADDEN  
Rita McFadden  
RITA MCFADDEN

In individual capacity:

STATE OF Nevada )  
COUNTY OF Douglas ) SS  
)

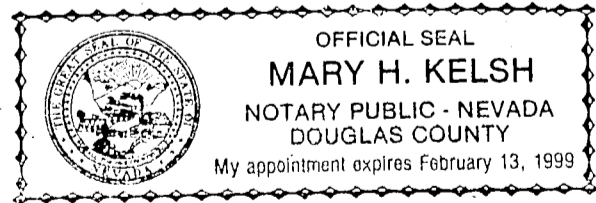


This instrument was acknowledged before me on Sept. 18 (date) 1995, by Rita McFadden [name(s)]

Mary H. Kelsh  
Notary Public

In individual capacity:

STATE OF Nevada )  
COUNTY OF Douglas ) SS  
)



This instrument was acknowledged before me on 20th (date) Sept, by Dennis L. McFadden [name(s)]

Mary H. Kelsh  
Notary Public

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TRUSTOR:

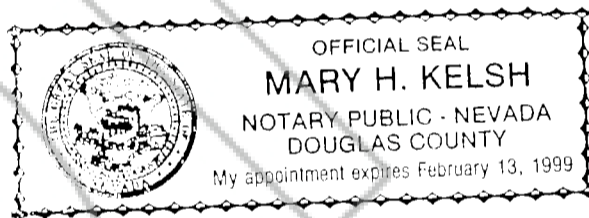
Rosann L. Osborn  
ROSANN L. OSBORN

BENEFICIARY:

DENNIS L. MCFADDEN  
Rita McFadden  
RITA MCFADDEN

In individual capacity:

STATE OF Nevada )  
COUNTY OF Douglas ) SS  
)



This instrument was acknowledged before me on Sept. 18 (date) 1995, by Rita McFadden [name(s)]

Mary H. Kelsh  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF INYO ) S.S.

On SEPTEMBER 21, 1995 before me,  
MARY LOU SIPHERD

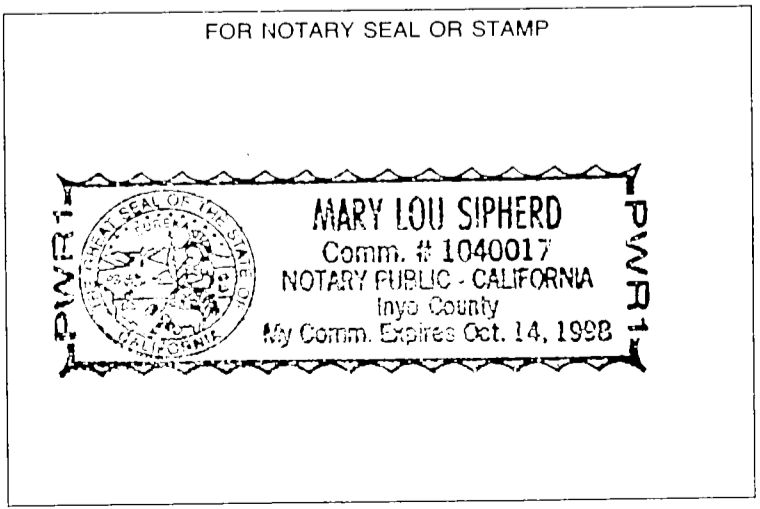
a Notary Public in and for said County and State, personally appeared  
ROSANN L. OSBORN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Mary Lou Sipherd

DEED OF TRUST



CERTIFICATE OF ACKNOWLEDGEMENT

Staple

Staple

COPY

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

'95 OCT -2 P4:03

LINDA SLATER  
RECORDER

PAID *12.00* DEPUTY

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