

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 200047SG

THIS DEED OF TRUST, made this 27TH day of OCTOBER, 19 95, between JANE EGAN, an unmarried woman and THOMAS L. SORTORE, a widower, together as joint tenants with right of survivorship, herein called TRUSTOR,

whose address is 1337 BISHOP CIRCLE GARDNERVILLE, NEVADA 89410 (number and street) (city) (state) (zip) and

~~PACIFIC TITLE, INC.~~ a Nevada corporation, herein call TRUSTEE, and FIRST AMERICAN TITLE COMPANY OF NEVADA JACK C. SORTORE and NORMA A. SORTORE, 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:

LOT 66 AS SHOWN ON THE PLAT OF KINGSLANE UNIT NO. 3-A, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 5, 1976 AS FILE NO. 04483. SAID PLAT WAS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED DECEMBER 2, 1976 AS FILE NO. 5025. ADDRESS FUTHER KNOWN AS: 1337 BISHOP CIRCLE GARDNERVILLE, NV 89410

DUE ON SALE CLAUSE:

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.

Together with the rents, issues and profits thereof, subject, however, to the 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 the sum of \$ 42,000.00 with 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 is 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists recording information for various counties including Carson City, Churchill, Clark, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe, and White Pine.

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 therefor 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.

STATE OF NEVADA

SS

COUNTY OF Douglas

ON 11-7-95

personally appeared before me, a Notary Public,

Jane Egan & Thomas L. Sortore

Jane Egan and Thomas L. Sortore signatures and names.

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Sharon Goodwin signature

Notary Public

SHARON GOODWIN Notary Public - State of Nevada Appointment Recorded in County of Douglas MY APPOINTMENT EXPIRES JUNE 14, 1998



WHEN RECORDED MAIL TO: JACK C SORTORE P.O. BOX 546 ZEPHYR COVE, NV 89448

FOR RECORDER'S USE REQUESTED BY FIRST AMERICAN TITLE CO. IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA '95 NOV -7 P4:56 LINDA SLATER RECORDER PAID \$700 DEPUTY 374393 BK 1195 PG 1162