

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22ND day of January 1996, between

RICHARD E. SPENCE AND MARGARET J. HERMAN, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, herein called TRUSTOR,

whose address is: P.O. BOX 1131, MINDEN, NV 89423

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

MERLE J. FINCH AND ELIZABETH S. FINCH, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO IT'S REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

DUE ON SALE CLAUSE:

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ASSIGN 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 \$ 100,000.00 and 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 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:

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 regard-

ing 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.

Richard E. Spence

RICHARD E. SPENCE

Margaret J. Herman

MARGARET J. HERMAN

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On 1-24-96, personally appeared before me, a Notary Public, Richard E. Spence and Margaret J. Herman

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



WHEN RECORDED, MAIL TO:

MERLE J. FINCH AND ELIZABETH S. FINCH
501 S. LA POSADA CIRCLE #387
GREEN VALLEY, AZ 85614

380644

BK0296PG0879

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that certain property situate in Sections 11 and 12, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, State of Nevada, more particularly described as follows:

Parcels 58 as shown on Record of Survey for Bernard Furlan and Angelo Giusti, recorded January 27, 1983, in Book 183, Page 1298, Document No. 75477.

TOGETHER WITH all that certain Parcel of land conveyed to EMILE FURLAN, a married man, ANGELO GIUSTI, a married man, BERNARD FURLAN, a married man, and ROBERT LEAL, an unmarried man, in Quit Claim Deed recorded November 2, 1983, in Book 1183, Page 219, Document No. 90383, of Official Records, described as follows:

Beginning at the Northeast corner of Section 14, Township 13 North, Range 20 East, M.D.B. & M., as shown on the Record of Survey File No. 51917, of Douglas County Records; thence along the North line of the property of Nevis Industries, Inc., as shown on said Survey South $88^{\circ}21'09''$ West 5319.55 feet; thence North $0^{\circ}53'42''$ East 228.24 feet to a $5/8''$ Iron Pin with an aluminum cap marked as the corner common to Section 10, 11, 14 and 15, Township 13 North, Range 20 East, M.D.B. & M.; thence along the Section line South $89^{\circ}11'18''$ East 5314.32 feet to THE POINT OF BEGINNING.

This parcel lies in Douglas County, Nevada, in Section 14, Township 13 North, Range 20 East, M.D.B. & M. The basis of bearing for this description is the Nevada West Zone Grid System. Delta Alpha angle for true North conversion is $-0^{\circ}41'58.1''$ at the Northeast corner of Section 14, Township 13 North, Range 20 East, M.D.B. & M.

RESERVING THEREFROM a non-exclusive road easements over and across said Parcel here-in-above mentioned as set forth on that Land Division Map being a portion of Parcel 2 Land Division Map, Document No. 19092., Being a portion of Sections 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 21, 22, Township 13 North, Range 20 East, M.D.B. & M., filed for record in the Office of the County Recorder of Douglas County, Nevada, on November 2, 1978, as Document No. 27700

TOGETHER WITH a non-exclusive road easement over and across the parcels of land here-in-above mentioned as set forth on the Land Division Map being a portion of Parcel 2 Land Division Map, Document No. 19092, being portions of Sections 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 21 and 22, Township 13 North, Range 20 East, M.D.B. & M., filed for record in the Office of the County Recorder of Douglas County, Nevada, on November 2, 1978, as Document No. 27700, excepting therefrom all those certain road easements traversing the here-in-above first mentioned parcels of land.

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COPY

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

'96 FEB -7 A10:10

LINDA SLATER
RECORDER

\$10 PAID *K* DEPUTY

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