

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 200513SG

THIS DEED OF TRUST, made this 19TH day of NOVEMBER, 19 96, between

THOMAS H. FAULKNER, SR and IRMA H. FAULKNER, husband and wife, herein called TRUSTOR,

whose address is 1505 TOPAZ RANCH ROAD WELLINGTON, NV 89444 (number and street) (city) (state) (zip) and

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, herein call TRUSTEE, and

JOANNE E. LEWALLEN, a married woman as her sole and separate property, 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 1 IN BLOCK J AS SET FORTH ON THE OFFICIAL MAP OF TOPAZ RANCH ESTATES UNIT NO. 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 26, 1970 IN BOOK 81, PAGE 214, AS DOCUMENT NO. 50212, OFFICIAL RECORDS.

APN 37-433-01

DUE ON SALE CLAUSE

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR(S) HEREIN, OR BY THE OPERATION OF LAW OR OTHERWISE, WITHOUT THE BENEFICIARIES PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT BENEFICIARIES OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

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 \$ 25,000.00 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. listing various Nevada counties and their recording details.

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 califomia COUNTY OF San Diego ON November 26, 1996 personally appeared before me, a Notary Public, THOMAS H. FAULKNER AND IRMA M. FAULKNER

THOMAS H. FAULKNER, SR IRMA M. FAULKNER

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

Michele-Louise Stiglitz Notary Public

WHEN RECORDED MAIL TO: JOANNE E. LEWALLEN 2779 BICHELLI LANE REDDING, CA 96002

FOR RECORDER'S USE Michele-Louise Stiglitz COMM. #989021 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY MY COMMISSION EXPIRES MARCH 28, 1997 402339 BK 1296PG0745

COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 DEC -5 P3:33

402339

BK 1296 PG 0746

LINDA SLATER
RECORDER
\$ *8.00* PAID *K* DEPUTY