When Recorded, Mail to: Brooke & Shaw, Ltd. Post Office Box 2860 Minden. Nevada 89423

## DEED OF TRUST

THIS DEED OF TRUST ("security instrument") is made this \_\_\_\_\_\_/8 day of \_\_\_\_\_\_\_\_\_, 1997, between MARY SEGHIERI and GREGORY D. SEGHIERI, herein called TRUSTORS, whose address is 1449 Patricia Drive, Gardnerville, Nevada 89410, and WESTERN TITLE, whose address is 1625 Highway 395, Minden, Nevada, herein called TRUSTEE, and STUART DRANGE, D.D.S., P.C., herein called BENEFICIARY, whose address is 1482 Main Street, Gardnerville, Nevada.

## WITNESSETH:

WHEREAS, Trustors are indebted to Beneficiary in the sum of FIVE THOUSAND TWO HUNDRED SEVENTY-ONE AND 10/100TH DOLLARS (\$5,271.10) in lawful money of the United States, as of 21 April 1997, and have agreed to pay the same with interest, beginning 21 May 1997, at the rate of eighteen percent (18%) per annum on the principal balance in like lawful money, according to the terms of the Promissory Note of even date herewith, executed and delivered by the Trustors to the Beneficiary, which Promissory Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, Trustors in consideration of the foregoing and for the purposes of securing all the covenants and conditions of said Promissory Note, and of this Deed of Trust, have granted, bargained, sold, conveyed and confirmed, and by these presents do hereby grant, bargain, sell, convey, and confirm unto Trustee, its successors and assigns, all of their undivided interest in that certain real property situate in County of Douglas, State of Nevada, described as follows:

Lot 787, as shown on the map of GARDNERVILLE RANCHOS UNIT NO 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456.

Assessor's Parcel Number: 29-404-03

0411058 BK0497PG3289 TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, and to its successors and assigns, subject only to existing encumbrances of record.

## IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

- 1. To permit the Trustors, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described lands and premises.
- 2. That the Trustors will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.
- 3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustors to Beneficiary.
- 4. That Trustors will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.
- 5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by Trustors to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.
- 6. The following covenants, Nos. 1, 2, 3, 4 (interest 18%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

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- 7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.
  - 8. The Trusts created herein are irrevocable.
- 9. Trustors request that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustors at Trustors' address set forth below:

Gregory D. and/or Mary Seghieri 1449 Patricia Drive Gardnerville, Nevada 89410

IN WITNESS WHEREOF, Trustors have hereunto caused the execution of this Deed of Trust the day and year set forth above.

SIGNATURE OF TRUSTORS

MARY SEGHIER

GREGORYD. SEGHIERU

STATE OF NEVADA	)
COUNTY OF DOUGLAS	) ss. )
On	
STATE OF NEVADA	Notary Public - State of Nevada  Appointment Recorded in Carson City  No. 95, 3130.3 - Firning June 38, 3000
COUNTY OF DOUGLAS	No: 96-3129-3 - Expires June 26, 2000
On 18 April	, 1997, personally appeared before me, a notary public, GREG SEGHIERI,
personally known (or proved) to me to be that he executed the instrument.	the person whose name is subscribed to the above instrument who acknowledged  Clizabeth Mitchell  Notary Public  ELIZABETH MITCHELL  Notary Public - State of Nevada  Appainment Recorded in Carson City  No. 58-3129-3 - Expires June 26, 2000  No. 58-3129-3 - Expires June 26, 2000
BROOKE & SHAW Post Office Box 2860 Minden, Nevada 89423 (702) 782-7171	Brooke Shaw.  IN OFFICIAL RECORDS OF  DOUGLAS CO NEVADA
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