| Order No. | |
|--|---|
| Escrow No. 20091159 | - |
| When Recorded Mail To: The Bens ngu Drust | |

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

FIRST AMERICAN TITLE CO.

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

| between | | | | | 27, 199 | MAY | T, made | OF TRUS | THIS DEED | |
|-----------|---------|---------|-----|------|---------|--------|---------|---------|-----------|--|
| t tenants | s joint | husband | and | wife | HARRIS, | QUINCY | and L. | HARRIS | PAMELA D. | |
| .TRUSTOR. | /\ | | | | | | | | | |

whose address is 3375 BERNECE COURT CARSON CITY, NV 89705

(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

TRUSTEE, and

VERA S. BENSINGER, TRUSTEE OF THE BENSINGER FAMILY TRUST DATED 1991, BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

, County of DOUGLAS

, State of NEVADA described as:

LOT 22, AS SHOWN ON THE MAP OF ASPEN VALLEY SUBDIVISION UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 15, 1966 AS DOCUMENT NO. 34571.

PROPERTY ADDRESS: 114 ASPEN WAY (255 ANDRIA DR)

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 sum of \$ 52,000.00 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

| Churchill | BOOK 39 Mortgages | PAGE 363 | DOC. NO. 115384 | COUNTY Lincoln | воок | PAGE | DOC. No. 45902 |
|---------------------|-------------------------------|-------------|--------------------|--------------------|-------------------------------|------------|-------------------|
| Clark Douglas | 850 Off. Rec. 57 Off. Rec. | 115 | 682747 | Lyon | 37 Off. Rec. | 341 | 100661 |
| Elko | 92 Off. Rec. | 115 652 | 40050 35747 | Mineral Nys | 11 Off. Rec. 105 Off. Rec. | 129 | 89073 |
| Esmeralda Eureka | 3-X Deeds | 195 | 35922 | Ormsby | 72 Off. Rec. | 107 537 | 04823 32867 |
| Humboldt | 22 Off. Rec. 28 Off. Rec. | 138 124 | 45941 131075 | Pershing Storev | 11 Off. Rec. | 249 | 66507 |
| Lander | 24 Off. Rec. | 168 | 50782 | Washoe | "S" Mortgages 300 Off, Rec. | 206 517 | 31506 107192 |
| \ | | / | / | White Pine | 295 R. E. Records | 258 | 107192 |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

0415115

| marred to fill at his address above set forth. |
|--|
| STATE OF NEVADA) |
| County of <u>Douglas</u>) ss. |
| OnJune 3, 1997 |
| personally appeared before me, a Notary Public, L. QUINCY HARRIS AND |
| PAMELA D. HARRIS |
| who acknowledged that he executed the above instrument. Augustian Augusti |

Signature of Trustor

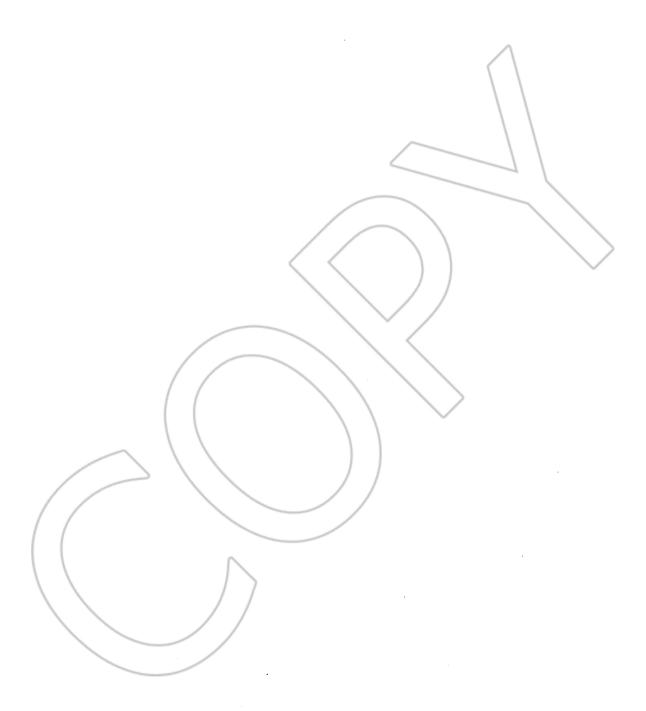
PAMELA D. HARRIS

L. QUINCY HARRIS



A A A MERICA

1791 (9/71)



FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUBLAS CO. NEVADA

'97 JUN 13, P.2:36,

0415115 BK 697 PG 3044 LINDA SLATER
RECORDER

SPAID DEPUTY