

Order No. _____

Escrow No. 200908SG

When Recorded Mail To:
FIRST CENTENNIAL TITLE CO
530 E. PLUMB LANE RENO, NV 89502

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made AUGUST 18, 1997 between
ANTHONY G. GENOVESE and EVELYN B. GENOVESE, husband and wife
as joint tenants , TRUSTOR,
whose address is 1692 LANTANA DRIVE MINDEN, NV 89423
(Number and Street) (City) (State)
FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and
WILLIAM P. SPENCER and KATIE A. SPENCER, husband and wife as joint tenants
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 89 IN BLOCK A AS SHOWN ON THE OFFICIAL MAP OF WINHAVEN UNIT NO. 1,
A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER
OF DOUGLAS COUNTY, STATE OF NEVADA ON JANUARY 13, 1989 IN BOOK 189, PAGE 1590
AS DOCUMENT NO. 194373.

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 \$ 120,000.00 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	89073
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	100661
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

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.

STATE OF NEVADA)
County of Douglas) ss.

On 8/21/97
personally appeared before me, a Notary Public,
ANTHONY G. GENOVESE AND
EVELYN B. GENOVESE

Signature of Trustor
Anthony G. Genovese
ANTHONY G. GENOVESE
Evelyn B. Genovese
EVELYN B. GENOVESE

who acknowledged that he executed the above instrument.

[Signature]
Notary Public



COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
BOULDER CO., NEVADA

'97 SEP -2 P3:47

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LINDA SLATER
RECORDER

\$ 8⁰⁰ PAID *Bh* DEPUTY