SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO	.:205301GB	_

THIS DEED OF TRUST, made this 28th

day of January

, 1999 , between

TONY J. SEWARD and KRISTINE M. SEWARD, husband and wife as Joint Tenants

, herein called TRUSTOR.

whose address is 660 Joette Dr. (number and street)

Gardnerville

NV

89410

First American Title Company of Nevada, a Nevada Corporation, herein called TRUSTEE, and

LARRY W. SILVEIRA and DEBBIE L. SILVEIRA, 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 County, Nevada, described as: Douglas

Lot 8 in Block A of THOMPSON ACRES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada on March 22, 1978 as Document No. 18827. APN 29-431-08

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED 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.

172,000.00 with interest thereon according to the terms of a promissory note or For the purpose of securing (1) payment of the the sum of s. 172,000.00 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 of 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 ficiticious 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	воок	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Carson City	Off. Rec.	, , , , , ,	000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off Rec.		224333	Lyon	Off. Rec.		0104086
	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Clark	1286 Off, Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Douglas	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Eureva	177.2	781	266200	White Pine	104 Off, Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077	/****/**	,		

shall mure 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. Udentical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Dead of Trust for all pruposes 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 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.

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SS

OUNTY OF Carson City January 28, 1999 personally appeared before me, a Notary Public, Tony J. Seward

Kristine M. Seward

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that the y

executed the instrument.

STATE OF NEVADA

eward sure

stine M. Seward

FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

'99 JAN 29 A11:28

WHEN RECORDED MAIL TO:

971 Fieldgate Way

WAYNE S. CHIMARUSTI, ESQ. 300 West Second Str Carson City, NV 89703 (702) 885-9066

Larry and Debbie Silveria

0459894

BKO 199PG5752 Gardnerville, NV. 89410

LINDA SLATER 709 RECORDER PAID KO DEPUTY