## " SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this

day of

AUGUST , 1999 ,

between. JOSEPH L. MORRISON AND DOROTHY A. MORRISON, HUSBAND AND WIFE AS JOINT TENANTS herein called TRUSTOR

whose address is 1406 LINCOLN BLVD. TRACY, CA. 95376

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

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DONALD JAMES TYLER, TRUSTEE U/T/A DATED 12/8/92 DONALD JAMES TYLER 1992 FAMILY TRUST AND MICHAEL BRAY AND JUDITH BRAY, HUSBAND AND WIFE, ALL AS JOINT TENANTS

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS, State of Nevada, being Assessment Parcel No. 1220-12-210-029., more specifically described as follows:

SEE ATTACHED EXHIBIT 'A'

## DUE ON SALE

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.

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 \$ 249,060.00 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 evidence 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

tile number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	воок	PAGE	DOC NO.
Carson City	Off. Rec.	1	000-52876	Lincoln	73 Off. Rec.	248	36043
Churchill	Off. Rec.	1	224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.	\	00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Tauffin /	270 00 000	024	127077				

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 default and any notice of sale hereunder be mailed to him at his address hereinbefore

set forth.

JOSEPH L'MORKISON

DOROTHY A. MORRISON

STATE OF NEVADA COUNTY OFDouglas

VICKY D. MORRISON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 94-0958-5 - EXPIRES NOV. 1, 2002

On September 1, 1999

personally appeared before me, a Notary Public

IOSEPHI MORRISON AND

DOROTHY A. MORRISON

who acknowledged that t hey executed the above

instrument

Notary Public

WHEN RECORDED MAIL TO

DONALD JAMES TYLER/ MR. & MRS. BRAY P.O. BOX 2436 MINDEN, NEVADA 89423

0475727

BK0999PG0254

## Exhibit "A"

A parcel of land located within a portion of Section 12, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of Parcel 4C as shown on that Parcel Map, LDA 98-081 for Alton A. and Susan L. Anker and Harry and Billie Tedsen and recorded in Book 499 at Page 2748 as Document No. 465700, Douglas County Recorder's Office, the Point of Beginning;

thence North 89 ° 54' 09' West, 344.55 feet; thence North 13 ° 30' 49' East, 121.50 feet; thence North 24 ° 32' 16" East, 255.77 feet; thence South 67 ° 27' 15" East, 186.76 feet; thence South 09 ° 27' 21" East 126.29 feet; thence along the arc of a curve to the right having a delta angle of 06 ° 37' 46"; radius of 1350.00 feet an arc length of 156.20 feet to the Point of Beginning.

Said Parcel further shown as adjusted parcel 4C on Record of Survey recorded July 21, 1999, as Document No. 427909.

Assessor's Parcel No. 1220-12-210-029.

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MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS COLHEVADA

1999 SEP -2 AM 9: 51

LINDA SLATER RECORDER

S. PAID GOEPUTY

**0475727**BK 0 989 9 PG 0 2 5 5