Assessor's Parcel Number: 19-191-270 Recording Requested By: L. PAULS

1217 BARING BLVD SPARKS. NV 89434-

WHEN RECORDED MAIL TO:

COUNTRYWIDE HOME LOANS, INC.

MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266

VAN NUYS, CALIFORNIA 91410-0266

Prepared by: S. AGUERA

SPACE ABOVE FOR RECORDERS USE

LOAN #: 1794205

ESCROW/CLOSING #:82807CAC

#### **DEED OF TRUST**

(Line of Credit)

THIS DEED OF TRUST, dated March 16, 2000 , is between ROBERT D. WATROUS, TRUSTEE, AND AND LUELLA R. WATROUS, TRUSTEE OF THE WATROUS FAMILY TRUST, DATED AUGUST 9, 1988

residing at

826 FOOTHILL ROAD, GARDNERVILLE, NV 89410-

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and

CTC FORECLOSURE SERVICES CORPORATION

as trustee and hereinafter referred to as the "Trustee," with an address at

155 N LAKE AVENUE PASADENA CA 91109

for the benefit of

COUNTRYWIDE HOME LOANS, INC.

with an address at

4500 PARK GRANADA, CALABASAS, CA 91302-1613

and hereinafter referred to as "you" or the "Beneficiary."

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the premises located at: 826 FOOTHILL ROAD, GARDNERVILLE

Street, Municipality

DOUGLAS

Nevada

89410-

ZIP

(the "Premises").

County

and further described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

 HELOC - Deed of Trust 2C5271NV (06/99)

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Page 1 of 4



LOAN: The Deed of Trust will secure your loan in the principal amount of \$ 40,000.00 or so much thereof as may

be advanced and readvanced from time to time to ROBERT D. WATROUS

LUELLA R. WATROUS

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated March 16, 2000 , plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

#### **BORROWER'S IMPORTANT OBLIGATIONS:**

- (a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.
- (b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.
- (c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.
- (d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.
- (e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.
- (f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.
- (g) PRIOR DEED OF TRUST: If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated January 6, 1998 and given by us for the benefit of COUNTRYWIDE HOME LOANS, INC.

  as beneficiary, in the original amount of \$ 100,000.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

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 2C5272NV (06/99)

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- (h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.
- (i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.
- (j) DUE-ON-SALE: In the event that we, or any successor to our interest in the Premises, sells or contracts to sell or transfers any interest in the Premises, either voluntarily or involuntarily, at your option, you may declare the full amount owed under the Note and secured by this Deed of Trust immediately due and payable even though the time for maturity as expressed in the Note may not have arrived.
  - (k) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT; ACCELERATION: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A of the Note occurs, you may declare all amounts secured by this Deed of Trust immediately due and payable and the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

ABSOLUTE ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: We hereby unconditionally assign to you the rents of the Premises. Nevertheless, you will allow us to use the rents, if any, until such time as any event or condition of default as described in Paragraph 12.A of the Note occurs. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

COUNTRYWIDE HOME LOANS, INC.

4500 PARK GRANADA, CALABASAS, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

 HELOC - Deed of Trust 2C5273NV (06/99) Page 3 of 4

Initials Fall W

TRUSTEE: Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

<b>^</b>	
WITNESS:	Robert Prations Trustee (SEAL)
	Grantor: ROBERT D. WATROUS
	Suella R. Wateres muster (SEAL)
	Grantor: LUELLA R. WATROUS
	(SEAL)
	Grantor:
	(SEAL)
	Grantor:
STATE OF NEVADA	
county of Douglas	
This instrument was acknowledged before me	on March 20, 2000 by
3 + 1 3 1 + 1 = =	200
Kodert D. Watrous	and Luella R. Watrous
	/ /
/ \	Trinswell
KRIS TUELL	
Notary Public - State of Nevada Appointment Recorded in County of Douglas	My Commission Expires: 2-4-04

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Page 4 of 4

My Appointment Expires Feb. 4, 2004

00-60695-5

HELOC - Deed of Trust

2C5274NV (06/99)

DATE:

03/16/2000

**BORROWER:** 

ROBERT D. WATROUS CO-BORROWER: LUELLA R. WATROUS

CASE #:

LOAN #:

1794205

PROPERTY ADDRESS: 826 FOOTHILL ROAD

GARDNERVILLE, NV. 89410-

#### LEGAL DESCRIPTION ADDENDUM

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece parcel or portion of land situate, lying and being within the Southwest 1/4 of Section 14, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 14, as shown on the Record of Survey to Accompany a Boundary Line Adjustment for Douglas Parker filed for record in Book 589, at Page 2188, as Document No. 202177, Official Records of Douglas County, Nevada; thence along the West line of said Section North 00 degrees 28'00" East, a distance of 811.84 feet; thence leaving said line North 51 degrees 18'27" East, a distance of 329.11 feet; thence North 38 degrees 39'10" West, a distance of 90.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 38 degrees 39'10" West, a distance of 110.00 feet; thence North 51 degrees 22'08" East, a distance of 250.06 feet to a point on the Westerly right-of-way line of Foothill Road; thence along said line South 38 degrees 39'10" East, a distance of 110.00 feet; thence leaving said right-of-way line South 51 degrees 22'08" West, a distance of 250.06 feet to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 1-191-27

FHA/VA/CONV **Supporting Schedule** 2C1301US (02/97)

INITIALS MAN W

### INTER VIVOS REVOCABLE TRUST RÍDER

WHEN RECORDED MAIL TO:

COUNTRYWIDE HOME LOANS, INC.

MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-0266 SPACE ABOVE FOR RECORDERS USE

By: STEVE AGUERA

LOAN #: 1794205

ESCROW/CLOSING #:82807CAC

Loan Number 1794205

#### **DEFINITIONS USED IN THIS RIDER.**

(A) "Revocable Trust." The Watrous Family

dated

August 9, 1988

, for the benefit of

Trust created under trust instrument

INTER VIVOS REVOCABLE TRUST RIDER

Page 1 of 4

-372U (9705).02 CHL (09/98) VMP MORTGAGE FORMS - (800)521-7291

Initials:

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(B) "Revocable Trust Trustee(s)." Robert D. Watrous and Luella R. Watrous trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Robert D. Watrous and Luella R. Watrous

settlor(s) of the Revocable Trust signing below.

(D) "Lender."
COUNTRYWIDE HOME LOANS. INC.

- (E) "Security Instrument." The Deed of Trust, mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).
  - (F) "Property." The property described in the Security Instrument and located at:

826 FOOTHILL ROAD

GARDNERVILLE NV. 89410-

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 16th day of March 2000, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### A. INTER VIVOS REVOCABLE TRUST.

#### 1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of California; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of Nevada; (iv) the Revocable Trust Trustee(s) have full power and authority as trustees(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the

trustees(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust: (vi) the Revocable Trust Settlor(s) have

-372U (9705).02 CHL (09/98)

Page 2 of 4

Initials: Tay W

executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust: (viii) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust. Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY: NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

#### **B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

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Initials:

## C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of Beneficial Interest; Transfer of the Property.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Robert D. Watrous, Trustee,	L. M. L. Watness Trustee
Robert D. Watrous,	Luella R. Watrous,
Trustee of the	Trustee of the
Trust under trust instrument dated  August 9, 1988  , for the benefit of	Trust under trust instrument dated August 9, 1988, for the benefit of
Robert D. Watrous -Rorrower	Luella R. Watrous -Borrower

-372U (9705).02 CHL (09/98)

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# INTER VIVOS REVOCABLE TRUST AS BORROWER - ACKNOWLEDGMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

COUNTRYWIDE HOME LOANS, INC.

By: STEVE AGUERA

MSN SV-79 / DOCUMENT CONTROL DEPT.

P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-0266

LOAN #: 1794205

ESCROW/CLOSING #:82807CAC

BY SIGNING BELOW, the undersigned, Settlor(s) of the Watrous Family

MULTISTATE INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT

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Page 1 of 2

-373U (9705).02 CHL (09/98) VMP MORTGAGE FORMS - (800)521-7291

Initials (

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Trust under trust instrument dated August 9, 1988

, for the benefit of

Robert D. Watrous and Luella R. Watrous, Trustees, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

ROBERT D. WATROUS

826 FOOTHILL RD

GARDNERVILLE, NV 89410

-Trust Settlor

LUELLA R. WATROUS

826 FOOTHILL RD

GARDNERVILLE. NV 89410

-Trust Settlor

-Trust Settlor

-Trust Settlor

-373U (9705).02 CHL (09/98)

Page 2 of 2

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 MAR 24 PM 3: 14

LINDA SLATER RECORDER

17 PAID KO DEPUTY