01-48089-FC ESCROW NO.: 99100822 A.P.N. 37-423-020

\*THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH THE LEGAL DESCRIPTION (EXHIBIT

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this

day of

November

between, THOMAS E. LLOYD AND MORNA M. LLOYD, husband and wife as joint tenants, herein called TRUSTOR

whose address is, P.O. Box 13498, South Lake Tahoe, California 96151

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

DOROTHY TOWNE, TRUSTEE OF THE DOROTHY TOWNE TRUST DATED SEPTEMBER 24, 1984

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in County, State of Nevada, being Assessment Parcel No. 38-423-420, more specifically described as follows: See Exhibit "B" attached hereto

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE CLAUSE

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 \$ 40,000.00 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 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 file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.	/	000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	and the same of th	224333	Lyon	Off. Rec.	2.0	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
Lander	279 Off Rec	034	127077		101 011. 100.	331	241213

shall insure 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, the 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

his attorney in fact

Llovd her

in fact

STATE OF NEVADA COUNTY OF DOUGLAS

NOTARY PUBLIC - NEVADA lopt. Recorded in CARSON CITY My Appt. Exp. Jan. 15, 2002

November 24, 1999

personally appeared before me, a Notary Public

Thomas Lloyd

who acknowledged that he executed the above

instrument.

WHEN RECORDED MAIL TO

DOROTHY A. TOWNE C/O Marquis Title and Escrow 1701 County Road, Suite B Minden, NV 89423

0516981 BK0601PG5991 0481535

BK 1 1 9 9 PG 4 7 2 3

## **DUE ON SALE CLAUSE**

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 WRITTEN 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.

AFTER SEVEN (7) DAYS THE LATE CHARGE AS PROVIDED IN THE PREPRINTED PROVISIONS OF THIS DEED OF TRUST SHALL BE CHANGED TO TEN (10%) PERCENT OF THE INSTALLMENT DUE PLUS \$10.00 PER DAY, WHICH WILL BE ADDED TO THE PRINCIPAL BALANCE, UNTIL PAID.



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

1999 NOV 29 PM 3: 17

0516981

0481535

BK0601PG5992

BK 1 1 9 9 PG 4 7 2 4

LINDA SLATER
RECORDER
PAIDK DEPUTY

## \*\*\*\*\*EXHIBIT "B"\*\*\*\*

Lot 4, Block G, as shown on the Map entitled TOPAZ RANCH ESTATES, UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, as Document No. 50212.

Assessor's Parcel No. 37-423-020.

**0516981 BK0601**PG5993 REQUESTED BY FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS CO. YEYADA

2001 JUN 22 PM 3: 44

LINDA SLATER
RECORDER

PAID BC DEPUTY