SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS ORDER NO.: 2001-\$7741-GB pn # 05-044-050 11/44/ , between day of THIS DEED OF TRUST, made this June, 2001 , herein called TRUSTOR, Randall H. Rees and June Ann Rees, husband and wife, a whose address is 212 E. Washington Street, Carson City, NV 89701 (zip) (state) (number and street) FIRST AMERICAN TITLE COMPANY, a Nevada corporation, herein call TRUSTEE, and Ronald E. Hite and Laverle M. Hite, 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 Carson City AND SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR OR TF TRUSTOR ENTERS THTO A CONTRACT TO SELL OR TRANSFER ANY THTEREST THEREIN 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 WATVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS. THIS DOCUMENT IS BEING SIGNED INDUPLICATE AND IS BEING RECORDED IN CARSON CITY AND DOUGLAS COUNTY RECORDERS OFFICE 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 the sum of \$ 77.500.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Baneticlary, and all extensions or renewals thereof; and (2) the parformance of each agreement with interest thereon according to the terms of a promissory note or 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 ficticiaus Deed of Trust recorded in the office of each County Recorder in the State of Nevade, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely: DOC. NO. PAGE DOC. NO. 86043 248 BOOK 73 OH. Rec. COUNTY t. Incoln 000-52878 0104086 Off, Rec. Off. Rec. Carson City 224333 Lyon 078762 352 Off, Rec. 112 Off. Rec. Churchill Mineral 00857 861226 Off. Asc. 075 173588 558 Off. Rec. Clark NYO 147018 2432 151648 179 1286 Off. Hec. 187 Off. Rec. Parshing Douglas 223111 316 58904 555 545 Off. Rec. 055 Off. Rec. Storey Elko 109321 244 1126264 110 Off. Rec. 2484 Off, Rec. 0571 Esmeralda Washoe 106692 187 241215 153 Off. Rec. 104 DH. Aug. Eureka White Pine 286200 781 223 OH, Bec. Humboldt. shell inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A 137077 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 pruposes as fully as if set forth at langth 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 sale hereunder be mailed to him at his address hereinbefore set forth STATE OF NEVADA SS COUNTY OF Carson City June 21, 2001 ON personally appeared before me, a Hotary Public, Randall H. Rees and ine Ann Rees June Ann Rees personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that t hey executed the instrument. FOR RECORDER'S USE Notary Public WHEN RECORDED MAIL TO: Western Title Company 0517063 1626 HWY 395 BK 0601PG 6345 Minden, NV 89423

## DESCRIPTION

All that certain lot, piece or parcel of land situate in Carson City, State of Nevada, described as follows:

Lot 4, Block B, as shown on the Map of Long Ranch Estates Phase 1A, filed in the Office of the Carson City Recorder on February 28, 1994, in Book 7 of Maps, Page 2049, File No. 157520.



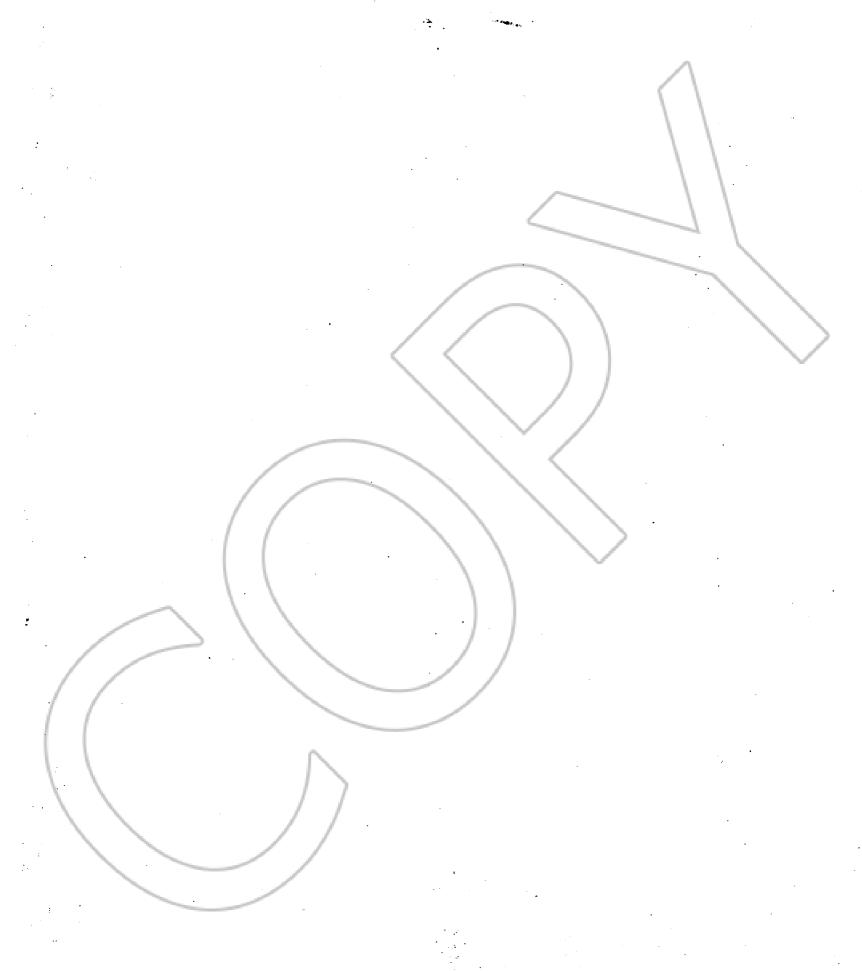
05170636346 BK060686346

## **DESCRIPTION**

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 223, as shown on the map of SKYLAND, SUBDIVISION NO. 3, filed in the Office of the County Recorder of Douglas County, State of Nevada, on February 24, 1960.

TOGETHER WITH all beach rights as contained in Deed to SKYLAND WATER CO., recorded February 5, 1960 as Document No. 15573, Douglas County, Nevada.



PIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. WADA

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LINDA SLATER
RECORDER

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