スコローレー110 - 010 A.P.N. 1420-08-212-020 -

ESCROW NO. 22100497

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17TH day of October, 2002, between, WILLIAM B. HETHERTON AND FRANCES GOVERNMENT OF TRUST, made this 17TH day of October, 2002, between, WILLIAM B. HETHERTON AND FRANCES GOVERNMENT OF TRUSTOR, husband and wife, herein called TRUSTOR, whose address is P.O. Box 8407 South Lake Tahoe, CA 96158, and MARQUIS TITLE & ESCROW INC., a Nevada Corporation, herein called TRUSTEE, and MICHAEL BRAY AND JUDITH BRAY husband and wife as Joint Tenants with right of survivorship, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 1420-08-212-020, more specifically described as follows:

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

LOT 10 IN BLOCK A, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW SUBDIVISION PHASE I, FILED APRIL 6, 1990 IN BOOK 490, PAGE 916, DOCUMENT NO. 223488, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

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 \$ 100,000.00 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:

ander the discurren	the number, hoteu ocion oppo	site the name of sach ecuity,			
COUNTY	BOOK PA	GE 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
Clark	861226 Off.Rec.	00857	Mineral 112 Off. Rec.	352	078762
Douglas	1286 Off. Rec. 24:	32 147018	Nye 558 Off. Rec	075.	173588
Elko	545 Off. Rec. 31	6 223111	Pershing 187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec. 24	4 109321	Storey 055 Off. Rec.	555	58904
Eureka	153 Off. Rec. 18	7 106692	Washoe 2464 Off. Re	c. 0571	1126264
Humboldt	223 Off. Rec. 78	1 266200	White Pine 104 Off. Rec.	531	241215
Lander	279 Off Rec 03.	1 137077	1 1		

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.

WILLIAM B HETHERTON

Durces C. Herberton

STATE OF NEVADA COUNTY OF DOUGLAS

On 10/26/02

personally appeared before me, a Notary Public William B. Hetherton and who acknowledged that the executed the above

who acknowledged that he executed the above instrument.

Notary Public

Frances C. Hetherton WHEN RECORDED MAIL TO

MICHAEL BRAY P.O. Box 2439 Minden, NV 89423

REQUESTED BY

MARQUIS TITLE & ESCROW

NOFFICIAL RECORDS OF

DOUGLAS CO. MEYADA

2002 OCT 29 PM 4: 07

LINDA SLATER
RECORDER
PAID DEPU

BEVERLY A. STERLING
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 01-72047-5 - Expires August 1, 2005

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