

REQUESTED BY  
**MARQUIS TITLE & ESCROW**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

Assessor's Parcel No.: 1220-16-401-006

2004 JUN 16 PM 3:56

RPTT: \$ 0 or Exempt # \_\_\_\_\_

WERNER CHRISTEN  
RECORDER

\$ 16<sup>00</sup> PAID kg DEPUTY

Recording Requested by:

Marquis Title & Escrow, Inc.  
1520 U.S. Highway 395 North  
Gardnerville, NV 89410

Escrow Number: 247141

TITLE OF DOCUMENT: Short Form Deed of Trust  
and Assignment of Rents

0616326

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A.P.N. 1220-16-401-006  
ESCROW NO. 247141

WHEN RECORDED MAIL TO:  
John & Jean Perkowski  
1524 Hussman Ave.  
Gardnerville, NV 89410

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

**THIS DEED OF TRUST**, made this 9day of June, 2004, between , RICHARD L. CLARK, Trustee of the RICHARD L. CLARK AND LAURA LEE CLARK FAMILY TRUST dated February 26, 1993 in dealing with his ½ undivided interest , herein called TRUSTOR,

whose address is P.O. Box 1523 Minden, NV 89423

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

JOHN PERKOWSKI and JEAN E. PERKOWSKI , Trustees of the JOHN PERKOWSKI AND JEAN E. PERKOWSKI FAMILY TRUST DATED JANUARY 15, 1991

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. 1220-16-401-006, more specifically described as follows:

Being a portion of the Southwest 1/4 of Section 16, Township 12 North, Range 20 East, M.D.B. & M. further described as follows:

Parcel 4-A as set forth on that certain Thran Parcel Map filed for record in the Office of the County Recorder of Douglas County, State of Nevada on September 19, 1983, in Book 983, Page 1376, as Document No. 87078.

Excepting therefrom that portion of said land quitclaimed to GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT in document recorded October 22, 1985, in Book 1085, Page 2014, as Document No. 125557.

#### ACCELERATION CLAUSE:

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.

**THIS DEED OF TRUST IS BEING RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREOF OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.**

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 \$ **\$96,614.06** 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:

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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.		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
Lander	279 Off. Rec.	034	137077				

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.

  
 \_\_\_\_\_  
 RICHARD L. CLARK, Trustee

STATE OF NEVADA  
 COUNTY OF DOUGLAS

On June, 2004, Richard L. Clark  
 personally appeared before me, a Notary Public  
 who acknowledged that they executed the above instrument.

  
 \_\_\_\_\_  
 Notary Public



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