A.P.N. 1022-10-001-069 ESCROW NO. 100269

WHEN RECORDED MAIL TO: Victoria A. Pope 3609 Blackstone Way Modesto, CA 95356 DOC # 771681

10/05/2010 10:49AM Deputy: GB
OFFICIAL RECORD
Requested By:
MARQUIS TITLE
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: 15.00
BK-1010 PG-727 RPTT: 0.00

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 29th day of September, 2010, between, DANA MINICUCCI, a single man, herein called TRUSTOR,

whose address is 3986 Shale Drive, Wellington, NV 89444

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and VICTORIA A. POPE, an unmarried woman, 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. 1022-10-001-069, more specifically described as follows:

Lot 35, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, as filed in the office of the County Recorder of Douglas County, Nevada, on February 20, 1967, as Document No. 35464, Official Records.

APN: 1022-10-001-069

Trustor further grants to Trustee in trust, with power of sale, that certain manufactured home, located at 3990 Shale Drive, Wellington, Nevada, more particularly described as follows, a 1997 Champion/Infinity manufactured home, serial number 09976457547AB.

## 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.

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 \$84,000.00 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

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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 Carson City Churchill	BOOK Off. Rec. Off. Rec.	PAGE	DOC NO. 000-52876 224333	COUNTY Lincoln Lyon	BOOK 73 Off. Rec. Off. Rec.	PAGE 248	DOC NO. 86043 0104086
Clark	861226		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			The second name of the second	

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 therefore 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.

DANA MINICUCCI

STATE OF NEVADA **COUNTY OF Douglas** 

On this 30th day of 50pt.

2010, before me a Notary Public in and for said County and State, personally

SUSAN LAPIN NOTARY PUBLIC STATE OF NEVADA My Appt. Exp. Mar. 21, 2014

appeared

Minicucc Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are subscribed to the within instrument and acknowledged to me that (he/she/they executed the same in (his/her/their authorized capacity(ies), and that by (his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. CHTHE CHTHE CHTHE

Notary Public