

DOC # 793814
12/07/2011 02:33PM Deputy: SD
OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1211 PG-1319 RPTT: 0.00



APN 1022-12-002-005
Order No. TSL-36178
Title No. 9015-2416600

WHEN RECORDED MAIL TO:
TITLE SERVICE AND ESCROW CO.
P.O. Box 833
Yerington, NV 89447

SPACE ABOVE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 1st day of December, 2011, between KENNETH L. BROWN and DARLENE G. BROWN, husband and wife, herein called TRUSTOR, whose address is 4255 Highway 208, Wellington, NV 89444, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and JOHN SCIARANI, Trustee of the JOHN SCIARANI TRUST AGREEMENT, dated August 23, 1990, herein called BENEFICIARY, whose address is c/o Jeff Rife, 22 Highway 208, Yerington, NV 89447.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

A parcel of land lying wholly within the Southwest Quarter of Section 12, Township 10 North, Range 22 East, M.D.B.&M., more particularly described as follows:

Beginning at a point in the Southerly line of State of Highway Route #3, as described in Deed to State of Nevada recorded February 16, 1961 in Book 5 of Official Records of Douglas County, Nevada at Page 209 from which point the Southwest corner of Section 12, bears South 77°36'17" West 1,312.67 (shown of record as South 77°02'40" East) and South 00°29'20" East 323.43 feet; thence from the Point of Beginning along the Southerly line of said Highway North 77°36'17" East 361.90 feet; Thence leaving said Right of Way South 01°17'40" East 648.68 feet to the South line of said Section 12; thence Westerly along said Section line South 88°48'20" West 355.01 feet; thence leaving said Section line North 01°11'40" West 578.38 feet to the Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Document recorded March 27, 1991 in Book 391, Page 3385, of Official Records as Instrument No. 247314, Douglas County, Nevada.



TOGETHER WITH a 1993 Fleetwood Sandlewood Mobile Home, Serial No. CAFLN17AB14279SW

To further protect the security of this Deed of Trust with respect to the collateral above described, the covenants and agreements contained in Exhibit 'A' attached hereto shall be made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$40,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Lyon, OCT 30, 1997 as No. 211663
Mineral, NOV 4, 1997, in Book 173, Pages 267 - 269 as No. 117835

COUNTY	DOC. NO.	BOOK	PAGE
Douglas	24495	22	415

(which provisions, identical in all counties) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.



Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Kenneth L. Brown
KENNETH L. BROWN

Darlene G. Brown
DARLENE G. BROWN

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On 12-2-11 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), KENNETH L. BROWN and DARLENE G. BROWN who acknowledged to me that they executed the within instrument.

C. Sahagun
Notary Public

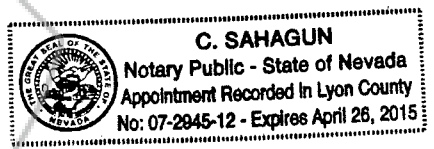




EXHIBIT 'A'

1. The rights and remedies of Beneficiary upon the occurrence of one or more default by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, or any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to an extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:
 - a. Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or
 - b. Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.
2. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code-Secured Transactions.
3. If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:
 - a. All the real property and all the personal property may be sold, in manner and at the time and place provided in provision 10 of this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.



- b. Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercial reasonable disposition of the collateral.
- 4. If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 and NRS 104.9507, both inclusive.

Kenneth L. Brown
KENNETH L. BROWN

Darlene G. Brown
DARLENE G. BROWN

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On 12-2-11 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), KENNETH L. BROWN and DARLENE G. BROWN who acknowledged to me that they executed the within instrument.

C. Sahagun
Notary Public

