

Recording Requested by

File No. 41762
RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
February 24 A. D. 19 66
at 36 minutes past 11 A. M.
in Book 10 of OFFICIAL RECORDS
Page 75-76 Records of
EUREKA COUNTY, NEVADA
Recorder *Hills - A. B. Park*
Fee \$ 6.35

When Recorded Mail to

Dwight R. Ladd
1427 Eastridge Drive
Whittier, California

Space above this line for Recorder's use

Escrow No. 361-999 **SHORT FORM—DEED OF TRUST AND ASSIGNMENT OF RENTS**
Order No. _____ **USE ONLY FOR REAL ESTATE IN THE STATE OF CALIFORNIA**

THIS DEED OF TRUST, Made this 18th day of January, 1966, between

BERNARD W. DE GROOT and ELSIE DE GROOT, his wife, herein called Trustor,

whose address is 9267 So. Coachman Avenue, Whittier, California
(Number and Street) (City) (Zone) (State)

CROCKER-CITIZENS NATIONAL BANK

a National Banking Association, herein called Trustee, and

DWIGHT R. LADD and PATRICIA LEE LADD, his wife as joint tenants, herein called Beneficiary,

WITNESSETH: That Trustor GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in

Eureka, County, Nevada, *Chatt. Cal. 1/18/66* described as:

The Northwest 1/4 of the Southeast 1/4 of Section 1, Township 30 North, Range 48 East, as per government survey, M.D.B.M.

If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title in any manner, whether voluntary, or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Article B, Section 5, of the provisions included herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Trustor herein contained or included by reference, and payment of the sum of \$ 1,800.00 with interest thereon according to the terms of a promissory note of even date payable to the Beneficiary, or order.

For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby, the parties hereto agree that the provisions of Article A, and of Sections 1 to 3 thereof, both inclusive, and of Article B, and of Sections 1 to 9 thereof, both inclusive, of that certain fictitious Deed of Trust recorded on February 18, 1960, in the book and at the page 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:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Fresno	4345	638	Los Angeles	11148	709	San Bernardino	8059	307
Imperial	1043	313	Orange	5103	426	San Diego	DOC. NO. 33849	
Kern	3240	247	Riverside	2839	234	San Luis Obispo	1048	478
						Santa Barbara	1718	11
						Tulare	2176	284
						Ventura	1831	524

be and each of such provisions is hereby adopted and included herein by reference. A full, true, and correct copy of said provisions so adopted and included herein by reference is available for inspection at the office of the Trustee, and is also set forth on the reverse hereof.

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.

SIGNATURE OF TRUSTOR

Elsie De Groot
Elsie De Groot

Bernard W. De Groot
Bernard W. De Groot

STATE OF CALIFORNIA,

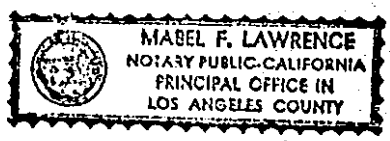
(ACKNOWLEDGMENT BY INDIVIDUAL)

County of *Los Angeles* } ss.
On *January 18, 1966*

before me, the undersigned, a Notary Public in and for said State, personally appeared *Bernard W. De Groot and Elsie De Groot*

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Mabel F. Lawrence
(Signature)

MABEL F. LAWRENCE

(Print or type notary's name)
My Commission Expires November 18, 1968

(NOTARY SEAL.)

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

USE ONLY FOR REAL ESTATE IN FRESNO, IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, TULARE OR VENTURA COUNTIES

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The following is a copy of the provisions of Article A, and of Sections 1 to 5 thereof, both inclusive, and of Article B, and of Sections 1 to 9 thereof, both inclusive, of that certain fictitious Deed of Trust recorded in each County in California, adopted and included in the foregoing Deed of Trust by reference.

A. To protect the Security of this Deed of Trust, Trustee agrees:

[1] To keep all buildings, structures, and other improvements now or hereafter situate upon said property free from visible evidence of dry rot, fungus, termites, borers, and all other wood-boring, wood-eating and other harmful or destructive insects, and in all other respects to properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

[2] To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by the Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustee. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[3] To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

[4] To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stocks, when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustee fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustee and without releasing Trustee from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, discharge or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

[5] To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

B. It is mutually agreed that:

[1] Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

[2] By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

[3] At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may receive any part of said property, consent to the making of any map or plat thereon, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

[4] Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of a full reconveyance, Trustee may destroy said note and this deed of trust.

[5] As additional security, Trustee hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustee the right, prior to any default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[6] Upon default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this deed, said note and all documents evidencing expenditures secured hereby.

At least three months having elapsed after recordation of such notice of default, Trustee shall give notice of sale as then required by law, and, without demand on Trustee, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement of such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

[7] Trustee, or if said property shall have been transferred, the then record owner, together with Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by such and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

[8] This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, executors, devisees, administrators, assignors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

[9] Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE—For use only in obtaining Full Reconveyance
IMPORTANT — DO NOT DESTROY THIS DEED OF TRUST OR THE NOTE SECURED THEREBY. BOTH MUST BE SURRENDERED TO THE TRUSTEE FOR CANCELLATION BEFORE A RECONVEYANCE WILL BE ISSUED.

TO CROCKER-CITIZENS NATIONAL BANK, TRUSTEE: _____ 19__

The undersigned Beneficiary is the legal owner and holder of the promissory note and of all other indebtedness secured by the within and foregoing Deed of Trust. Said Note and other indebtedness having now been fully paid and satisfied, said Deed of Trust and Note are herewith surrendered to you as Trustee for cancellation. As Trustee under said Deed of Trust you are hereby requested, upon payment of all amounts owing to you thereunder, to cancel and retain said Note and Deed of Trust and to reconvey without warranty to the person or persons legally entitled thereto the estate now held by you as such Trustee under said Deed of Trust.

Please mail Reconveyance to _____

SHORT FORM

Deed of Trust

With Power of Sale

and Assignment of Rents

CROCKER-CITIZENS NATIONAL BANK