

RECORDING REQUESTED BY

Beneficiary

WHEN RECORDED, PLEASE MAIL TO

HERBERT GURTNER
Box of Herbs
Malibu, California 90265

RECORDED AT THE REQUEST OF Nevada Title Guaranty Co.
on July 11, 1968 at 41 mins. past 11 A. M. In
Book 25 of OFFICIAL RECORDS, page 37-38, RECORDS OF
EUREKA COUNTY, NEVADA. Recorder.
File No. 17297 Fee \$ 4.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS (SHORT FORM)

(Incorporating by reference certain provisions of a fictitious deed of trust of record. A copy of said provisions is set forth on the reverse hereof.)

THIS DEED OF TRUST, made this First day of July, 1968
BETWEEN WILLIAM O. WEINREIS and GLORIA C. WEINREIS, husband and wife,
who's address is 12281 Ztea Street, Garden Grove, California, 92640, herein called TRUSTOR,
(Number and Street) (City) (Zone) (State)

~~NEVADA TITLE GUARANTY COMPANY, a Nevada Corporation, herein called Trustee,~~
and HERBERT GURTNER, a single man, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka County, ~~California~~ State of Nevada, described as follows:

The South one-half and the South one-half of the Northeast one-quarter of Section 23, Township 29 North, Range 48 East, Mount Diablo Base and Meridian, records of said county.

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

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 in the principal sum of \$ 6,266.57 executed by Trustor and payable to Beneficiary or order.

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 6 inclusive of A. and 1 to 10 inclusive of B. of that certain fictitious Deed of Trust recorded on December 15, 1958 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	COUNTY	BOOK	PAGE
Alameda	8871	71	Kings	725	293	Orange	4515	87	Santa Cruz	1220	266
Alpine	H	329	Lake	303	9	Placer	780	221	Shasta	585	121
Amador	80	42	Lassen	143	410	Plumas	120	109	Sierra	21	45
Butte	971	207	Los Angeles	T485	234	Riverside	2380	396	Siskiyou	414	465
Calaveras	121	70	Madera	731	492	Sacramento	3655	473	Solano	951	628
Colusa	261	391	Marin	1240	392	San Benito	244	197	Sonoma	1634	486
Contra Costa	3281	509	Mariposa	64	438	San Bernardino	4678	567	Stanislaus	1518	112
Del Norte	52	156	Merced	498	540	San Diego	7397	177	Sutter	500	113
El Dorado	452	307	Modoc	1395	341	San Francisco	7425	585	Tehama	339	568
Fresno	-1149	29	Monterey	161	123	San Joaquin	2125	559	Trinity	76	530
Glenn	378	183	Mono	42	399	San Luis Obispo	972	110	Tulare	2090	648
Humboldt	514	271	Napa	1917	129	San Mateo	3511	283	Tuolumne	96	351
Imperial	1011	126	Nevada	584	643	Santa Barbara	1578	169	Ventura	1683	317
Inyo	134	701		254	333	Santa Clara	4259	149	Yolo	558	157
Kern	3050	461							Yuba	266	328

shall be and they hereby are adopted and included herein and made an integral part hereof for all purposes as fully as though set forth herein at length, a complete copy of such provisions being set forth in full on the reverse hereof; that he will observe and perform said provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property therein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor," "Beneficiary" and "Trustee" as used therein shall be deemed to mean the Trustor, Beneficiary and Trustee, respectively, under this Deed of Trust.

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

William O. Weinreis
William O. Weinreis

Gloria C. Weinreis
Gloria C. Weinreis

STATE OF CALIFORNIA } SS.
COUNTY OF Orange Los Angeles

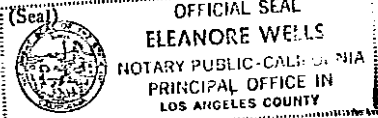
On July 6, 1968, before me, the undersigned, a Notary Public in and for said state, personally appeared William O. Weinreis and Gloria C. Weinreis

known to me to be the person s whose name s are they subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Eleanor Wells
(Notary Public's Signature)
ELEANORE WELLS

My Commission Expires May 25, 1969
(Name - Typed or Printed)
Notary Public in and for said state



The following is a copy of provisions 1 to 6 inclusive of A. and 1 to 10 inclusive of B. of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1. To 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; 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 covenants herein not excluding the general ones.
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 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 Trustor. 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, or in any action proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; 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.
5. Should Trustor fail to make any payment or to do any act as in this Subdivision A hereof provided, then Beneficiary or Trustee, but without obligation so to do and without notice or to demand upon Trustor and without releasing Trustor 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, contest 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.
6. 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 thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge from time to 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 the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
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, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor 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 and from time to 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 Trustor 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 of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
After the lapse of such time as then may be required by law following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or tracts, shall be sold), 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 at 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, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, 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's fees for its ordinary duties hereunder shall be: (a) For sale of property, exclusive of posting, advertising and other costs and expenses, a fee, hereby agreed to be reasonable, computed on the unpaid balance of all sums secured hereby at the following rates: on the first \$1000.00 or part thereof, 6 1/2%; with a minimum of \$50.00; on the next \$7000.00, 2%; on the next \$42,000.00, 1 1/2%; on the next \$50,000.00, 1%; and on all above \$100,000.00, 1/2 of 1%; upon sale proceedings discontinued before sale, a reasonable fee, depending upon services performed. (b) For partial or full reconveyance, a reasonable fee, with a minimum of \$5.00 and \$3.50 respectively.
8. Trustor, 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 each 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 Trustor, 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 thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.
9. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
10. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Do not tear or destroy this Deed of Trust OR THE NOTE which it secures. Both are to be delivered to the Trustee for cancellation before reconveyance will be made.

Deed of Trust AND ASSIGNMENT OF RENTS WITH POWER OF SALE (SHORT FORM)

TO

SECURITY FIRST NATIONAL BANK AS TRUSTEE FOR

Dated, 19

Reconveyances under this Deed of Trust must be obtained or proceedings instituted in event of default at one of the Trust Departments of this Bank located at:

- Los Angeles -- Head Office
124 West Fourth Street
Riverside -- 300 Main Street
San Diego -- San Diego Main Office
201 "A" Street
Fresno -- Fresno Main Office
1033 Fulton Street
Pomona -- 1409 North Canon Drive
Long Beach -- 102 Pine Avenue
Punahoa -- 230 East Colorado Boulevard
Santa Barbara Valley -- 12157 Victory Boulevard
Santa Ana -- 10 Parklawn Square
Santa Barbara -- 834 State Street
Santa Monica -- 12501 Pourtil Street
Ventura -- 807 East Main Street
Westwood Village -- 950 Westwood Boulevard
Los Angeles

These forms may be obtained without cost at any Branch of SECURITY FIRST NATIONAL BANK

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To SECURITY FIRST NATIONAL BANK, TRUSTEE: 19

The undersigned hereby certifies that he is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust; that said note, together with all such other indebtedness has been fully paid and satisfied; and requests and directs you, on payment of any sums owing to you under the terms of said Deed of Trust, to cancel said note and all other evidences of indebtedness delivered to you here-with secured by said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

MAIL RECONVEYANCE TO: