

This Deed of Trust, Dated January 18, 1982, between

(FICTITIOUS), herein called TRUSTOR,
whose address is (FICTITIOUS) (city) (zone) (state)
(number and street)
FOUNDERS TITLE COMPANY OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and

(FICTITIOUS), herein called BENEFICIARY,
Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,
that property in County, Nevada, described as:

(FICTITIOUS)

THIS IS A FICTITIOUS DEED OF TRUST
RECORDED PURSUANT TO CHAPTER 111.353
OF THE NEVADA REVISED STATUTES

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. Performance of each agreement of Trustor herein contained. 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 \$ (fictitious) executed by Trustor in favor of Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- To properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon, to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon, not to commit or permit any waste thereof, not to commit suffer or permit any act to be done in or upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and or do any other act or acts, all in a timely and proper manner, which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
- The amount collected under any fire insurance policy shall be credited first to accrued interest next to expenditures hereunder, and any remainder upon the principal and interest shall thereupon cease upon the amount so credited upon principal, provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor without liability upon the Trustee for such release.
- The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
- Any award of damages in connection with any condemnation for public use of or injury to any property or any part hereof 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 herein provided for disposition of proceeds of insurance.
- Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and or Trustee shall be named as defendant, unless brought by Trustee.
- Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

continued on next page

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

FOUNDERS TITLE COMPANY OF NEVADA
P. O. BOX 11677
RENO, NEVADA 89510

781398

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

781398

- Trustee may, at any time, or from time to time, without liability, thereto, and without notice, upon written request of beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the effect of this Deed of Trust upon the remainder of said property, convey any part of said property, consent in writing to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection therewith.
- 9 Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
- 10 After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
- 11 That as additional security, Trustor 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 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 without notice, without bringing any action or proceeding, and irrespective of whether declaration of default has been declared in Trustee, 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, hold, occupy, possess and enjoy the same, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents and terms of rents, in its own name sue for or otherwise collect the 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, all as determined by Beneficiary, 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.
- 12 Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- 13 The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recitals in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act. The bringing of any action under the Deed of Trust for enforcement of any right under the Deed of Trust, including the right to rent, should not be construed to be a waiver of any other right thereunder.
- 14 This Deed of Trust applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 15 Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 16 In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
- 17 The following covenants, No. 1, 2, 4, 5, 6, 7 (reasonable) and NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

Signature of Trustor

STATE OF NEVADA,
COUNTY OF _____

SS.

FICTITIOUS

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

PICTITIOUS

_____ known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same. WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

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

OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
FOUNDERS TITLE COMPANY OF NEVADA
FEB 17 1982
JOE MELCHER
COUNTY RECORDER
FEES: \$10 DEF \$875

781338

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

Deed of Trust
WITH POWER OF SALE
(LONG FORM)
Title Insurance Company of Minnesota
AS TRUSTEE
COMPLETE STATEWIDE TITLE SERVICE WITH ONE LOCAL CALL

DO NOT RECORD

FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF MINNESOTA TITLE INSURANCE COMPANY REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To TITLE INSURANCE COMPANY OF MINNESOTA, Trustee:
The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all encumbrances of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By) _____

(By) _____

Do not lose or destroy this Deed of Trust. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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RECORDED AT REQUEST OF
Founders Title Company of NV
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02 FEB 25 A10:31

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAULI-RECORDER
FILE NO. 8322
FEE \$ 6.00

CERTIFIED COPY
THE FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
RECORD IN THE OFFICE OF COUNTY
RECORDER, WASHOE COUNTY, NEVADA.
WITNESS MY HAND AND SEAL THIS
17 DAY OF Feb, 1982
JOE MELCHER, COUNTY RECORDER
BY: *Joe Melcher* DEPUTY

SEAL
Affixed