

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(Note not set out)

for use in DOUGLAS COUNTY, Nevada

Loan No. 8.5 C 3059

On NOVEMBER 28th, 19 72, at Reno, Nevada SIERRA CHARTER CORPORATION OF NEVADA, a Nevada Corporation

Address: 319 So. 3rd Street, Las Vegas, Nevada

as the Trustor, hereinafter referred to as "Borrower", executes and makes this Deed of Trust and Assignment of Rents, hereinafter referred to as "Deed", with HOME TRUSTEE, INC., a Nevada Corporation, as the Trustee, hereinafter referred to as "Trustee", and HOME SAVINGS AND LOAN ASSOCIATION, a Nevada Corporation, as the beneficiary, hereinafter referred to as "Association", with respect to Borrower's promissory note of even date in the principal sum of ONE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED AND NO/100----- Dollars \$(182,500.00).

Witness that: Borrower irrevocably grants, conveys, transfers and assigns to Trustee in trust with the power of sale, with and upon the hereinafter stated express trust provisions, agreements and conditions, and for the hereinafter stated purpose, that property situated in the County of Douglas, State of Nevada, more particularly described as:

Lots 1 through 9 in Block "C", Inclusive; Lot 3 and Lots 6 through 25, Inclusive; and Lots 27 through 46 in Block "F", Inclusive; as said Lots and Blocks are shown on the Amended Map of RANCHO ESTATES, filed in the Office of the County Recorder of Douglas County, State of Nevada, on October 30, 1972.

THIS LOAN IS NOT ASSUMABLE BY ANYONE.

Sometimes hereinafter mentioned as "described real property", together with any and all of the property interests and rights described below in numbered Paragraph 1, Conveyed Property, all of which described real property and other property interests and rights are hereinafter referred to as "Property".

If the Borrower shall sell, convey or alienate said "Property" or any part thereof, or any interest therein, or shall be divested of his title, or any interest therein, in any manner or way, 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.

Borrower hereby specifically and absolutely assigns and grants to, and confers upon, Association any and all Rents described below in numbered Paragraph 2, Assigned Rents, on the condition that Borrower, as long as he is not in default under this Deed, shall have the privilege and license to collect, receive, take, use and enjoy all and any Rents.

Borrower makes this Deed, conveys the Property and assigns the Rents for the purpose of securing, in the order of priority that Association may determine from time to time, Borrower's obligations described below in numbered Paragraph 3, Secured Obligations.

To protect and maintain the security of this Deed: Borrower agrees that each and every provision of Paragraphs 1 to 40, inclusive of the "Express Trust Provisions Agreements and Conditions", recorded August 2, 1967, as document 37397 in Book 51 of Official Records in the Office of the County Recorder, DOUGLAS COUNTY, NEVADA, are hereby incorporated in its entirety in this Deed at this place; and Borrower covenants, promises and agrees that he shall observe and perform and be bound by each and every such provision; and Borrower hereby acknowledges his receipt of the copy of such provisions that is set out on the reverse side hereof and following pages.

Each and every such provision is, and shall be fully effective, unless and to the extent it is specifically voided or modified by a publicly recorded instrument executed by both Borrower and Association, or as follows:

Trustee accepts the trust created by and under this Deed and all obligations of such trust, and agrees to all provisions of this Deed upon this Deed's being duly executed, acknowledged and made a public record in the manner provided by law. Association accepts the benefits of the trust created by and under this Deed and accepts the Rents assigned to it under this Deed, and agrees to all provisions of this Deed by and upon its advancing of money or credit to Borrower or exercising forbearance with respect to Borrower in connection with this Deed.

Borrower and Association, each requests service by mail of both notice of default and notice of sale at their respective addresses shown below on the face of this Deed, or as Trustee hereafter may be notified in writing by such requesting party, and agrees that such service shall be sufficient.

IN WITNESS WHEREOF Trustor has executed this instrument.

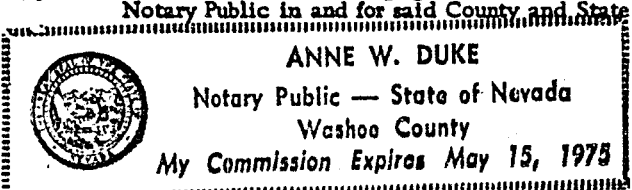
BY Stanley Ira Franklin, Individually

Signature of Trustor: SIERRA CHARTER CORPORATION OF NEVADA BY: Stanley Ira Franklin, President

STATE OF NEVADA COUNTY OF ss. On November 28th, 1972 before me, the undersigned, a Notary Public in and for said County and State, Personally appeared Stanley Ira Franklin

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal (Seal) Anne W. Duke



ORDER NO. _____ WHEN RECORDED, MAIL TO:

HOME SAVINGS AND LOAN ASSOCIATION

Main OFFICE 499 So. Virginia Street P.O.Box 2857 Reno, Nevada

63079

EXHIBIT "A"

November 28, 1972

Loan No. 8.5 C 3059

AS AN ESSENTIAL CONSIDERATION for the execution of this Deed of Trust, Beneficiary hereby agrees that from time to time Trustor may request and receive Partial Reconveyances of Lots from the lien of this Deed of Trust upon the following terms and conditions:

(A) ALL PARTIAL RECONVEYANCES shall be in accordance with the plat map on file in the Office of the County Recorder of Douglas County, Nevada, which Plat Map specifically refers to RANCHO ESTATES, DOUGLAS COUNTY, NEVADA.

(B) FOR EACH PARTIAL RELEASE, Trustor shall pay or have paid on the Promissory Note securing this Deed of Trust, THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 (\$3,650.00) for each and every lot to be conveyed.

(C) TRUSTORS SHALL PAY ALL document fees, all recording fees, and all reconveyance fees together with any other charges, if any, of Beneficiary and Trustee before any partial release shall be required to be made.

(D) NO PARTIAL RELEASE shall be made while any default shall remain in existence and uncurred under the terms of the Promissory Note or any other obligations secured hereby, or provided by the terms of said Deed of Trust.

(E) NO DELINQUENCY shall be allowed to remain in the Taxes and Assessments covering said land.

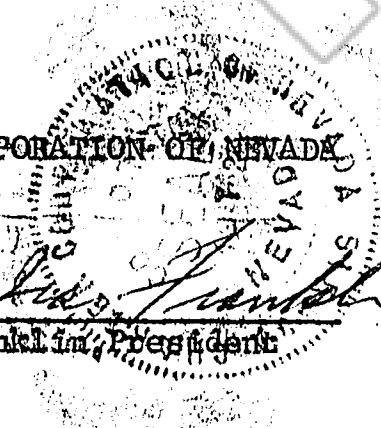
DATED THIS 28th Day of NOVEMBER 1972.

HOME SAVINGS ASSOCIATION

SIERRA CHARTER CORPORATION OF NEVADA

BY: Robert Banks
Robert Banks, Vice President

BY: Stanley Ira Franklin
Stanley Ira Franklin, President



LAWYER'S TITLE INS. CORP.
For The Benefit Of
SILVER STATE TITLE CO.

Recorded at Request of
On DEC 1 1972 At 53 Min. Past 2 P M
Official Records of Douglas County, Nevada. Fee 4.00

Patricia J. Stanley, Recorder.

By

Jacqueline O'Leary
Deputy

63079