

Order No. _____

Escrow No. 36130 M

When Recorded Mail To:
Bank of America
P.O. Box 31
Yuba City, CA. 95991

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of March, 1982, by and between

ALEXANDER R. WAGNER and MICHELE M. WAGNER, husband and wife, TRUSTOR,

whose address is 1587 5th Green Court Gardnerville, Nevada 89410
(Number and Street) (City) (State)

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation TRUSTEE, and
THOMAS E. NEVIS, a married man as to an undivided one-half interest, and SAMUEL A. NEVIS, a
married man as to an undivided one-half interest, as Tenants in Common, BENEFICIARY,
WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

_____ County of Douglas, State of NEVADA described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

So long as the trustor is not in default under the terms of this deed of trust and the note secured hereby, beneficiary agrees upon written request by the trustor, to subordinate the lien hereof to any bonafide lending institution, so as to enable trustor to obtain reasonable financing for construction on the within described property when the principal balance of the note secured hereby has been reduced to one-half the original amount shown on said note. It is further agreed that this deed of trust shall remain subordinate and junior to any renewal or extension of said construction financing.

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) payment of the sum of \$ 62,418.30***** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained on the reverse hereof; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
County of Douglas) ss.
On March 17, 1982
personally appeared before me, a Notary Public,
Alexander R. Wagner and Michele M. Wagner

Signature of Trustor
Alexander R. Wagner
Alexander R. Wagner
Michele M. Wagner
Michele M. Wagner

BENEFICIARIES:
Thomas B. Nevis
Thomas B. Nevis
Samuel A. Nevis, by Thomas E. Nevis
Samuel A. Nevis, by Thomas E. Nevis
His Attorney In Fact

who acknowledged that he executed the above instrument.
[Signature] Notary Public

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
PHONE (702) 882-4577

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BLDG.
P.O. BOX 55
ZEPHYR COVE, NEVADA 89448
PHONE (702) 588-6676

C. ACEVES
Notary Public — State of Nevada
Douglas County
My Commission expires Aug. 14, 1982

COLORADO
STATE OF ~~NEVADA~~

County of ARAPAHOE } ss.

On MARCH 13, 1982

DATE

personally appeared before me.

a Notary Public (or judge or other officer, as the case may be),

Thomas E. Nevis

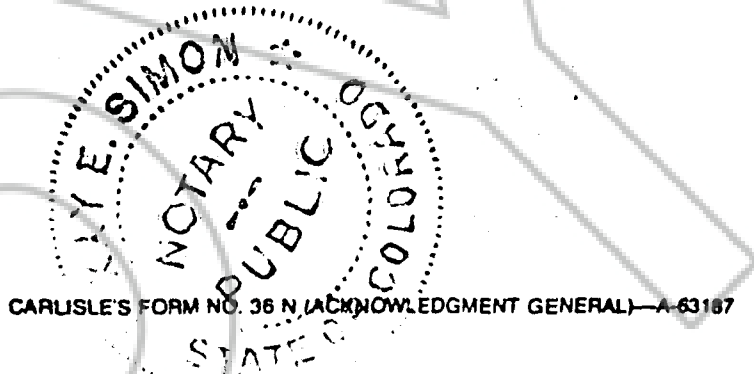
who acknowledged that he executed the above instrument.

My Commission expires Jan. 12, 1985

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of ARAPAHOE the day and year in this certificate first above written.

Kay E. Simon
Signature of Notary

7804 S. MAGNOLIA WAY
ENGLEWOOD, CO 80112



COLORADO
STATE OF ~~NEVADA~~

County of ARAPAHOE } ss.

On this 13th day of MARCH in the year one thousand nine hundred and 82

personally appeared before me,

KAY E. SIMON

a Notary Public in and

for said

ARAPAHOE

County,

Thomas E. Nevis

known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of

Samuel A. Nevis

and he, the said Thomas E. Nevis

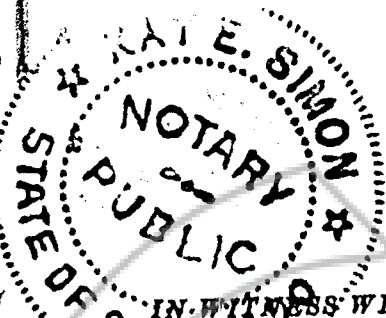
acknowledged to me that he signed the name of the said

Samuel A. Nevis

thereto as principal and he is own name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

CARLISLE'S FORM NO. 24N-(ACKNOWLEDGMENT-ATTORNEY IN FACT) 90280

My Commission expires Jan. 12, 1985



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in ARAPAHOE COUNTY the day and year last above written.

Kay E. Simon
7804 S. MAGNOLIA WAY
ENGLEWOOD, CO 80112

EXHIBIT "A"

PARCEL NO. 1

A Parcel of land situated in and being a portion of the NE 1/4 of Section 34, and the NW 1/4 of Section 35, in Township 13 North, Range 20 East, M.D.B. & M., described as follows:

Parcel 8-A, as set forth on that certain Wagner Parcel Map of Lot 8 of Record of Survey for Al Wagner filed for record in the office of the County Recorder of Douglas County, Nevada on January 21, 1982, as Document No. 64239.

PARCEL NO. 2

TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917.

oOo

REQUESTED BY
LAWYERS TITLE INS. CORP.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 6.00 Jod
1982 MAR 17 PM 3:50

SUZANNE BEAUDREAU
RECORDER

Suzanne Beaudreau
Clk

65975

LIBER 382 PAGE 1252