

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 9th day of July, 1982, between

JERRY W. VIVANT and LORETTA F. VIVANT, husband and wife, herein called TRUSTOR, whose address is 2700 Lorraine Carson City, Nevada 89701 and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and DOUGLAS D. GOELZ, a single man as to an undivided 1/2 interest and SCOTT DAVIS and PATRICIA DAVIS, husband and wife, as to an undivided 1/2 interest, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in the unincorporated area of Douglas County, Nevada, described as:

SEE ATTACHED LEGAL DESCRIPTION MARKED "EXHIBIT A" CONSISTING OF ONE PAGE

SEE ATTACHED EXHIBIT B CONTAINING AN ADDITIONAL PROVISION TO THE TERMS OF THIS DEED OF TRUST SECURING NOTE OF EVEN DATE AND AMOUNT.

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 \$50,000.00 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 herein; (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	32857
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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 hereinbefore set forth.

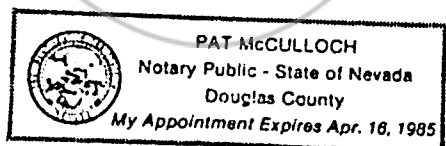
STATE OF NEVADA }
 COUNTY OF Douglas } ss.
 On July 20, 1982 personally
 appeared before me, a Notary Public,

Jerry W. Vivant
Loretta F. Vivant

Jerry W. Vivant
 JERRY W. VIVANT
Loretta F. Vivant
 LORETTA F. VIVANT

who acknowledged that they executed the above instrument.

Signature Pat A. McCulloch
 (Notary Public)



ORDER NO. }
 ESCROW NO. } 102513

WHEN RECORDED MAIL TO:

Mr. and Mrs. Scott Davis
2502 Central Avenue
Bettendorf, Iowa 52722

FOR RECORDER'S USE

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LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 25, in Block G, as shown on the map of AMENDED MAP OF SUBDIVISION No. 2, ZEPHYR COVE PROPERTIES, INC., as filed in the Office of the County Recorder of Douglas County, Nevada, on August 5, 1929, excepting therefrom that portion of said Lot 25 described as follows:

Beginning at a point common to Lots 25, 35 and the Westerly right of way line of U.S. Highway 50; thence South $25^{\circ}05'$ East 76.55 feet along the Westerly right of way line of U.S. Highway 50 and the Easterly line of said Lot 25; thence South $53^{\circ}30'$ West 90.00 feet along the line common to Lots 25 and 24; thence North $19^{\circ}21'$ West 78.51 feet to the line common to Lots 25 and 26; thence North $53^{\circ}30'$ East 82.00 feet to the point of Beginning.

Assessment Parcel No. 05-115-06-8



ADDENDUM TO PROMISSORY NOTE AND
DEED OF TRUST DATED JULY 9, 1982

In the event Trustors are allowed to build or remodel on the property herein described, Beneficiaries shall consent to one of the following:

- 1) That upon written notification to Beneficiary from Trustor, the then remaining principal balance of said note with any interest due thereon can be paid in full prior to the maturity date setforth in the Note secured by this Deed of Trust, without penalty of pre-payment; or
- 2) A subordination of the lien of this Deed of Trust shall be given to the lien of a construction loan deed of trust; provided, however, that the construction loan is obtained from a bona-fide lender; that there are and have never been any default of the terms and conditions of said note and/or deed of trust; and that the construction loan amount does not exceed \$150,000.00; that the interest rate of said construction loan does not exceed 16% (sixteen per-cent), per annum, and that the term of pay-off for said construction loan be not less than fifteen (15) years from the date of said construction loan.

[Handwritten signature]

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
[Handwritten initials]
1982 JUL 29 AM 11:38

SUZANNE BEAUDREAU
RECORDER

[Handwritten signature]
Chp.

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