

Escrow No. 4972

When Recorded Mail To:

RIDL, a Ltd. Partnership
6373 Hwy 50 E.
Carson City, NV 89710

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
WITH ACCELERATION CLAUSE**

THIS DEED OF TRUST, made this 8th day of June, 1982

between

GEORGE E. McCALL and CAROLE J. McCALL, husband and wife as joint tenants, TRUSTOR,
whose address is 1600 S. Figueroa, Los Angeles, California 90015
(Number and Street) (City) (State)

FIRST AMERICAN TITLE INSURANCE COMPANY TRUSTEE, and
RIDL, a limited partnership, 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:

Lot 2, as shown on the map of CEDARBROOK SUBDIVISION, filed in the office of the County Recorder of Douglas County, Nevada, on November 2, 1964, as Document No. 26423.

APN 03-030-02

TOGETHER WITH the right to use the existing road as it now exists running through Lot 1 and the NE 1/2 of NE 1/4 of Section 22, Township 14, North Range East, M.D.B. & M.

EXCEPT THEREFROM that portion of existing road traversing Lot 2 of the Cedarbrook Subdivision.

TOGETHER WITH the right to use any appertenant access roads which may be hereafter constructed on or through Lot 1 and the NE 1/4 of NE 1/4 of Section 22, Township 14 North, Range 18 East, M.D.B. & M. In the event that a new access road is constructed, the rights to said existing road shall cease and terminate as contained in Deed recorded June 18, 1964, in Book 24, Page 723, as Document No. 25461, of Official Records.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF.

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 \$ 510,990.99***** 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 Mortgage	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	35822	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Parshing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgage	206	31506
Lander	24 Off. Rec.	168	50792	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.

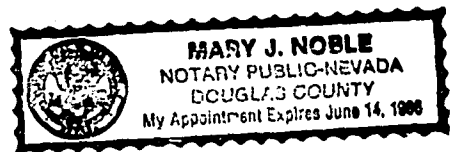
On November 10, 1982
personally appeared before me, a Notary Public,

George E. McCall and Carole J. McCall

who acknowledged that they executed the above instrument.

Mary J. Noble Notary Public

Signature of Trustor
George E. McCall
Carole J. McCall



73096
LIBER 1182 PAGE 531

EXHIBIT "A"

In the event of a sale or transfer or any agreement to sell or transfer any interest in the real property subject to the deed of trust securing said note within TWO (2) years from June 28, 1982, the unpaid balance hereof shall become due and payable at the option of the payee; or, upon such transfer, the payee may allow assumption of the note and deed of trust on payment of the required service charge and on such conditions as the payee may require.

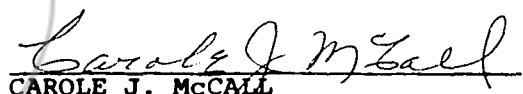
In the event of a sale or transfer or any agreement to sell or transfer any interest in the real property subject to the deed of trust securing said note after TWO (2) years from June 28, 1982, the payee shall NOT have the right to demand the acceleration of the payment of the balance of the principal due under the note and said note and the obligations contained therein shall be assumable by any subsequent purchaser of the real property on the same terms and provisions contained in this note.

In the event the undersigned make a principal payment on this note, the installment payments provided herein shall be adjusted to reflect the interest only installments due on the then unpaid principal balance.

A late charge of FIVE (5) percent on the monthly installment shall be due on any payment made TEN (10) days after the date due.



GEORGE E. McCALL



CAROLE J. McCALL

STATE OF NEVADA,

County of Douglas } ss.

On November 10, 1982 personally appeared before me,

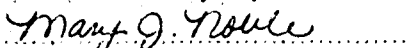
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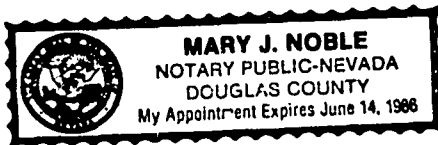
GEORGE E. McCALL & CAROLE J. McCALL

who acknowledged that he executed the above instrument.

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



Signature of Notary



COPY

REQUESTED BY
LAWYERS TITLE INS. CORP.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

to Co. 00 4th.
1982 NOV 12 AM 9: 37

SUZANNE BEAUDREAU
RECORDER

Cash of E. 1st 73096
Dep. LIBER 1182 PAGE 533

Escrow No. 4972

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6373 Hwy 50 E.
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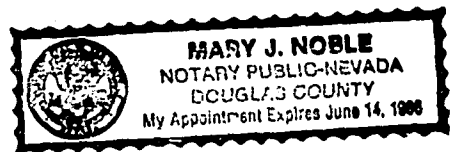
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LIBER 1182 PAGE 531

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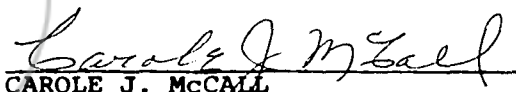
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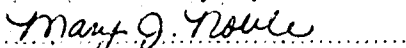
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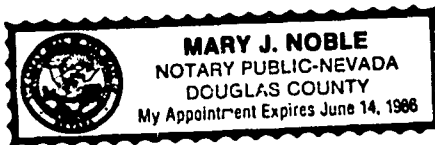
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.....
Signature of Notary



COPY

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IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

to Court
1982 NOV 12 AM 9: 37

SUZANNE BEAUDREAU
RECORDER

Carol J. Ebert 73096
Dep. LIBER 1182 PAGE 533