

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 31st day of July 1984, between LYMAN B. SUTTER, an unmarried man, herein called TRUSTOR, whose address is 2010 E. Ocean Blvd., Long Beach, California 90803 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and GERY GOMEZ and LINDA L. GOMEZ, husband and wife, herein called BENEFICIARY,

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

Lot 1, 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. AP#26423.

THIS DEED OF TRUST AND THE NOTE SECURED HEREBY SHALL BE ASSUMABLE BY A SUBSEQUENT PURCHASER OF THE ABOVE DESCRIBED REAL PROPERTY. HOWEVER, SUCH ASSUMPTION SHALL BE SUBJECT TO BENEFICIARY'S PRIOR WRITTEN CONSENT BASED UPON SAID ASSUMING PARTY'S CREDIT WORTHINESS, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD BY BENEFICIARY.

Gery Gomez (Beneficiary)

Linda L. Gomez (Beneficiary)

Lyman B. Sutter (Trustor)

SEE EXHIBIT "A" ATTACHED HERETO FOR A SUBORDINATION CLAUSE.

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 \$ 300,000.00 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:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective record details.

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.

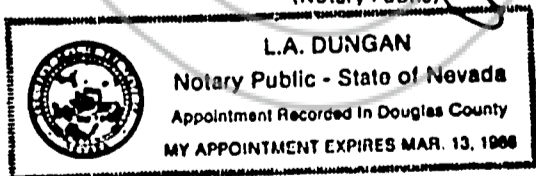
STATE OF NEVADA } COUNTY OF Douglas } ss. On July 31, 1984 personally appeared before me, a Notary Public,

Lyman B. Sutter

LYMAN B. SUTTER

who acknowledged that he executed the above instrument.

Signature L.A. Dungan (Notary Public)



ORDER NO. } ESCROW NO. } 7540

WHEN RECORDED MAIL TO:

Gery Gomez and Linda L. Gomez P. O. Box 846 Tiburon, California 94920

FOR RECORDER'S USE

104359 BOOK 784 PAGE 2860

EXHIBIT "A"

This Deed of Trust and the Note Secured hereby shall be subordinated to a lien of a new first deed of trust securing a construction loan to be used for the construction of improvements upon the real property described in the deed of trust attached hereto. The principal amount of such construction loan shall not exceed the total principal payments, including the down payment, made to Beneficiary at the date that the subordination agreement is requested. The construction loan shall be from an institutional lender at prevailing rates and terms with disbursement according to lender's prevailing practice and shall be used exclusively for the payment of such construction costs.

G. B. Sutter
Lynd B. Sutter (Trustor)

Gely Gomez
(Gely Gomez (Beneficiary))

Linda L. Gomez
Linda L. Gomez (Beneficiary)

COPY

Recorded at Request of
DOUGLAS COUNTY TITLE
7-31-84 46.00. p &
At 1 Min. Past 1 P.M
Official Records of
Douglas County, Nevada
Suzanne Beaudrin Recorder

By *Linda L. Gomez*
Lip. **104359**
BOOK 784 PAGE 2861