

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, Made this 15th 21st day of January, 1985 (Escrow No.)

Between THEODORE H. STOKES
whose address is 4400 Kings Canyon Road Carson City, Nevada 89701
(Number and Street) (City) (Zone) (State)
SIERRA LAND TITLE CORPORATION, herein called GRANTOR or TRUSTOR,
herein called TRUSTEE, and

SEE EXHIBIT "A" ATTACHED HEREWITH, herein called BENEFICIARY,

Witnesseth: That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE, that real property in the County of Douglas, State of Nevada, described as:

PARCELS 2, 3, 4, 5, and 8 as designated on LAND DIVISION MAP, recorded as file No. 28932 on January 12, 1979 in Book 179, page 595, Official Records of Douglas County, Nevada.

EXCEPTING THEREFROM the North 505 feet of Parcel 5. ALSO EXCEPTING THEREFROM that portion thereof that is within the bed and banks of the Carson River

IN the event grantor shall sell, transfer or convey, or contract to sell, transfer or convey, the herein described parcel of real property, or any portion thereof or any interest therein, the obligation secured by this deed of trust shall forthwith become due and payable, although the time of maturity expressed therein shall not have arrived.

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues and profits of said real property. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 3 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the principal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00) payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by *, **, or ***, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churchill	122828	19	343	Lyon	03174		
**Clark	036925	047	6-1	Mineral	06434	22	552
*Douglas	48420	76	360	Nye	18337	133	35
Elko	50346	125	685	Pershing	76277	Roll 28	227
**Esmeralda	41482	3-3 of Deeds	34	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142363	48	1-1	White Pine	156259	326	274
*Lander	65150	98	359	Carson City	71398	98	396
Lincoln	49141	"Q" of Mortgages	33	(formerly Ormsby)			

*June 12, 1970; **June 15, 1970; ***July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof. The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$ and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be TEN PERCENT (10.0%).

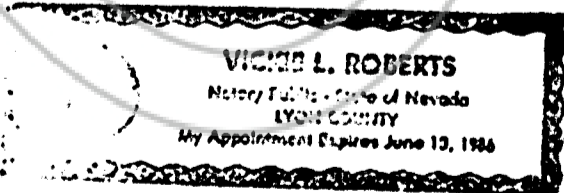
THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

Theodore H. Stokes
THEODORE H. STOKES

STATE OF NEVADA
CARSON CITY
COCKYXORXWARRHOX

On January 15 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Theodore H. Stokes

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary's Signature *Vickie L. Roberts*

RECORDING REQUESTED BY
SIERRA LAND TITLE CORP.
ES#1999-DS/T.O.
AND WHEN RECORDED MAIL TO
AMERICAN INVESTORS MGT.
P O Box 2997
Reno, Nevada 89505

SPACE BELOW THIS LINE FOR RECORDER'S USE

113137
BOOK 185 PAGE 2657

Name
Street Address
City State Zip

EXHIBIT "A"

STEVE STOIANO, an unmarried man, as to an undivided 10.0% interest; SHOSHANA WEITMAN, an unmarried woman, as to an undivided 15.0% interest; LAURENCE MONTERO and SUZANNE MONTERO, husband and wife as joint tenants, as to an undivided 11.0% interest; JOHN CHAMBERS, an unmarried man, as to an undivided 6.0% interest; VENNETTA R. ROTH, an unmarried woman, as to an undivided 10.0% interest; JAMES E. SILVER, an unmarried man, as to an undivided 20.0% interest; DONALD D. MURPHY and SANDRA K. MURPHY, Trustee, SCOTT VALLEY DRUG EMPLOYEES PENSION & PROFIT SHARING PLAN, as to an undivided 10.0% interest; KENNETH L. VAN BEBBER and JEANNE M. VAN BEBBER, husband and wife as joint tenants, as to an undivided 10.0% interest; EDWARD B. HOFFMAN, a married man as his sole and separate property and DANIEL E. HOFFMAN, an unmarried man as joint tenants, as to an undivided 5.0% interest; ALAN G. DEACON, an unmarried man and GREENPEACE INTERNATIONAL, as joint tenants, as to an undivided 3.0% interest.

REQUESTED BY
SIERRA LAND TITLE CORP.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 JAN 31 P4:07

SUZANNE BEAUREAU
RECORDER

8/6⁰⁰ PAID *Bh* DEPUTY

113137

BOOK 185 PAGE 2658