

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 38496 MCA

THIS DEED OF TRUST, made this 21st day of February, 1985, between

JEROME E. ETCHEGOYHEN, an unmarried man and PAUL W. PHILLIPS, JR., herein called TRUSTOR, an unmarried man, as joint tenants whose address is 701 S. Carson St. Carson City, NV 89701 and

LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada corporation, Trustee.

WILLIAM C. SPINKS and JOAN M. SPINKS, 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 478, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, as File No. 66512. A.P.N. 29-194-08

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 of a single family residence, not to exceed \$50,000.00, at the lowest prevailing interest rate available at time of subordination on the within described property. It is further agreed that this Deed of Trust shall remain subordinate and junior to any renewal or extension of said construction financing.

Beneficiaries join in the execution of this instrument for the purpose of acknowledging the agreement to subordinate.

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 \$ 8,400.00***** 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	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 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 February 22, 1985 personally appeared before me, a Notary Public,

Jerome E. Etchegoyhen, Paul W. Phillips, Jr., William C. Spinks and Joan M. Spinks

who acknowledged that they executed the above instrument.

Signature: [Signature] (Notary Public)

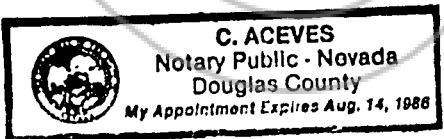
[Signature] Jerome E. Etchegoyhen

[Signature] Paul W. Phillips, Jr.

SIGNATURE OF BENEFICIARIES:

[Signature] William C. Spinks

[Signature] Joan M. Spinks



WHEN RECORDED MAIL TO:
Spinks
P.O. Box 975
Minden, NV. 89423

FOR RECORDER'S USE

REQUESTED BY
LAWYERS TITLE

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 FEB 22 P4:01

SUZANNE BEAUDREAU
RECORDER

\$500 PAID [Signature] DEPUTY

113866

BOOK 285 PAGE 1555