

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 12th day of July, 1985, between

ANDREW V. EPSTEIN, an unmarried man

herein called TRUSTOR,

whose address is 390 Denslowe Drive Reno, Nevada 89512
(Number and Street) (City) (State)

LAWYERS TITLE OF NORTHERN NEVADA INC., a Nevada Corporation herein called TRUSTEE, and

THE RUHENSTROTH COMPANY, a partnership consisting of HENRY W. RUHENSTROTH, JENNIE IDA RUHENSTROTH, LOIS ESTER RUHENSTROTH, LuWINE BASSMAN, HENRY BASSMAN, VIOLA MARIE McMASTERS, FRED McMASTERS AND RUBEL NIBE herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in

A Parcel of land situate in and being a portion of the Southwest 1/4 in Section 19, Township 12 North, Range 21 East, M.D.B&M., described as follows:

Site 5, as set forth on that certain Land Division Map for Ruhenstroth Co., filed for record in the Office of the County Recorder of Douglas County, Nevada on May 2, 1979, as Document No. 32080.

RESERVING THEREFROM a non-exclusive road and utility easement over, under and across the West 50 feet of said land.

A Portion of Assessment Parcel No. 29-111-09

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR RELEASE CLAUSES

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 59,500.00 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	116986	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	Lander	41172	3	758	Parshing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	Nye	47157	67	163				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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

ss.

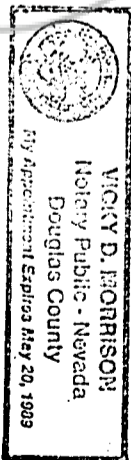
On July 18, 1985 personally appeared

before me, a Notary Public, _____

Andrew V. Epstein

who acknowledged that he executed the above instrument.

Vicky D. Morrison
 NOTARY PUBLIC



SIGNATURE OF TRUSTOR

Andrew V. Epstein
 ANDREW V. EPSTEIN

FOR RECORDER'S USE

39033MVM

WHEN RECORDED MAIL TO:

Lawyers Title of Northern Nevada

P.O. Box 2439

Reno, Nevada 89505

120390
 BOOK **785** PAGE **1639**

EXHIBIT "A"

Trustee is hereby further authorized to execute and deliver deeds of partial reconveyance at the request of Trustors, which deeds of partial reconveyance may release one (1) acre for each sum of Two Thousand Five Hundred (\$2,500.00) Dollars that shall be paid to Trustee for the benefit of Beneficiaries in reduction of the principal obligation hereby secured, provided that all interest to date of such payment on the then balance of the principal shall be fully paid. Each parcel released shall be contiguous to all prior releases and access to all parcels shall be granted and reserved and minimum building-site requirements maintained in accordance with the minimum requirements of the County of Douglas, State of Nevada, as well as any other affected public agencies. All costs of such releases shall be paid by Trustors.

The making of any payment on partial reconveyance shall not suspend or defer the making of any installment payment required under the aforesaid promissory note, which such payments shall be continued in their initial amount.

COPY

REQUESTED BY
LAWYERS TITLE

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'85 JUL 19 10:06

SUZANNE BEAUDREAU
RECORDER

\$6⁰⁰ PAID *gru* DEPUTY

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BOOK 785 PAGE 1640