

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 8938

THIS DEED OF TRUST, made this 7th day of May, 1986, between

KENNETH KJER and LYNDA KJER, husband and wife, herein called TRUSTOR,

whose address is P. O. Box 2100, Stateline, Nevada 89449 (number and address) (city) (state) (zip) and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and THE MARKET PLACE, INC., a Nevada Corporation, 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:

AP#07-170-14-5 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DUE ON SALE CLAUSE:

IN THE EVENT THAT TRUSTOR SHALL SELL OR CONTRACT TO SELL THE PARCEL OF LAND HEREBY ENCUMBERED WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF BENEFICIARY, THE BALANCE OF PRINCIPAL AND INTEREST THAT SHALL THEN REMAIN UNPAID ON THE OBLIGATION HEREIN SHALL FORTHWITH BECOME DUE AND PAYABLE ALTHOUGH THE TIME OF MATURITY AS EXPRESSED THEREIN SHALL NOT HAVE ARRIVED.

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 \$ 65,000.00 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churhill	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	Perishing	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 May 8, 1986 personally appeared before me, a Notary Public,

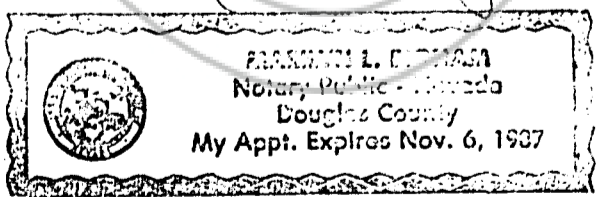
[Signature]
KENNETH KJER
[Signature]
LYNDA KJER

Kenneth Kjer

Lynda Kjer

who acknowledged that he y executed the above instrument.

Signature *[Signature]*
(Notary Public)



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

The Market Place, Inc.
P. O. Box 791
Zephyr Cove, Nevada 89448

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land being a portion of the S.W. 1/4 of Section 23, and the N.W. 1/4 of Section 26, T. 13 N., R. 18 E., M.D.B.&M., and being further described as follows:

Commencing at the 1/4 corner common to Sections 23 and 26; thence westerly along the section line N 89°41'40" W 327.60' to a cross cut on a rock, said cross being the TRUE POINT OF BEGINNING; thence parallel to the north-south centerline of Section 23, N 00°02'36" W 47.00'; thence parallel to aforesaid section line N 89°41'40" W 35.00'; thence parallel to the north-south centerline of Section 23, N 00°02'36" W 23.00'; thence parallel to aforesaid centerline of Section 23, N 00°02'36" W 23.00'; thence parallel to aforesaid section line N 89°41'40" W 68.80'; thence parallel to the north-south centerline of section 23, S 00°02'36" E 70.00'; thence S 00°12'20" W 35.25' to the northerly right of way line of Kingsbury Grade; thence along the northerly right of way line S 73°54'48" E 107.92'; thence N 00°12'20" E 64.60' to the point of beginning.

Including the right to use in common with others the right to use for ingress to and egress from the above described parcel that strip of land described as follows:

That parcel of real property described as follows:

Commencing at the Quarter Corner common to Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M.; thence Westerly along the Section line North 89°41'40" West a distance of 431.40 feet; thence Northerly and parallel to the North-South Quarter Section line North 00°02'36" West a distance of 70.00 feet to the point of beginning; thence continuing parallel to the North-South Quarter Section line North 00°02'36" West a distance of 10.00 feet; thence parallel to the Section line between section 23 and 25 South 89°41'40" East a distance of 68.80 feet; thence parallel to the North-South Quarter Section line South 00°02'36" East a distance of 10.00 feet; thence parallel to the Section line between Section 23 and 26 North 89°41'40" West a distance of 68.80 feet to the POINT OF BEGINNING.

Parcel No. 07-170-14-5

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 MAY -8 P12:42

SUZANNE BEAUDREAU
RECORDER
\$ 6.00 PAID BK DEPUTY

134573

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