

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO. 8704 0216-DS

THIS DEED OF TRUST, made this 23rd day of February, 1987, between K.W. EMERSON, INC., a California corporation, herein called TRUSTOR, whose address is P.O. Box 22, Arnold, CA 95223 (number and address) (city) (state) (zip) and

SIERRA LAND TITLE CORPORATION, a Nevada corporation, herein called TRUSTEE, and RAYMOND P. BORDA and PETE BORDA, as tenants in common as to an undivided one-half interest each, 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:

A portion of the Southeast one-quarter of Section 35, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

Lot 6 of the Map of Division into Large Parcels No. 1, Document No. 130123 of the Douglas County Recorder's Office, being further described as the Northeast one-quarter of the Southeast one-quarter of said Section 35.

Upon parceling of the real property described herein into four (4) parcels (approximately ten (10) acres each), Beneficiaries herein agree to release/convey subject property and allow Trustor to restructure new notes which will be secured by new deeds of trust on each of the four (4) new parcels; new notes shall be created based on the remaining unpaid principal balance of the note which this deed of trust secures, divided by four (4), and each new note and deed of trust created shall be fully assumable without qualification and without acceleration. Trustor herein shall be fully responsible for costs of parceling subject property.

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 \$ 96,000.00** 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	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 23, 1987 personally appeared before me, a Notary Public,

K. W. EMERSON, INC., a California corporation

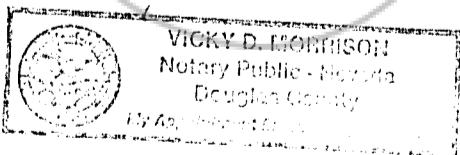
by Kenneth W. Emerson Pres

Kenneth W. Emerson as President of

K.W. Emerson, Inc. a California Corporation

who acknowledged that he executed the above instrument.

Signature (Notary Public)



WHEN RECORDED MAIL TO:

SIERRA LAND TITLE CORPORATION
P.O. BOX 1887
CARSON CITY, NV 89702

FOR RECORDER'S USE

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'87 FEB 26 P1:09

SUZANNE BEAUBREAU
RECORDER

5- PAID DEPUTY 150662

BOOK 287 PAGE 2658