ORDER NO. 41694 MCA   **DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this ____6th____ day of ____February____ 19__87__ between

H & S CONSTRUCTION, INC., a Nevada corporation

                                                         herein called TRUSTOR,

whose address is   P.O. Box 2077   Minden, NV.   89423
                        (Number and Street)   (City)   (State)

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

TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST

                                                         herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to-wit:

Lot _471_ , as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 27,1974, as File No. 72456.

Should the Trustor hereunder voluntarily sell, assign, convey, transfer, or otherwise dispose of the property, or any part thereof, which is encumbered hereby, or enter into a land sale contract or permit itself to be divested of equitable or record title, without the prior written consent of the holder of the Note secured hereby, then irrespective of the maturity dated in such Note, the holder of the Note shall have the right, at the option of the holder, to declare all sums owing thereunder immediately due and payable.

BENEFICIARY JOINS IN THE EXECUTION OF THIS INSTRUMENT FOR THE PURPOSE OF ACKNOWLEDGING THE AGREEMENT TO SUBORDINATE.   SUBORDINATION AGREEMENT: SEE EXHIBIT "A" ATTACHED HERETO.

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 $ 12,189.56******* 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	413957	514		Humboldt	116925	3	83	Ormsby	72537	19	102
Churchill	104132	34 mtgs.	591	Lander	41172	3	758	Pershing	57485	28	58
Douglas	24455	22	415	Lincoln	41292	0 mtgs.	457	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	85485	31 mtgs.	449	Washoe	407205	734 Tr.Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76545	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	35802	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
County of Douglas   ss.

On 3-18-87 _____ personally appeared before me, a Notary Public, RANDALL S. HARRIS, KNOWN TO BE THE PRESIDENT AND _____

who acknowledged that _he_ executed the above instrument.

NOTARY PUBLIC
NOTARY PUBLIC - NEVADA
My Comm. expires ...

SIGNATURE OF TRUSTOR

H & S CONSTRUCTION, INC.

BY: RANDALL S. HARRIS, PRESIDENT
    SIGNATURE OF BENEFICIARY
TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST, BY THE KARSTEN COMPANIES AS INVESTMENT MANAGER

BY: _____
    Lawrence Abe   SENIOR VICE PRESIDENT

FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

The Karsten Companies

12121 Wilshire Blvd. #900

Los Angeles, CA 90025

151605
387 mtgs 1713

Terms and conditions for Loan Subordination:

Seller's agreement to subordinate its deed of trust to a construction loan deed of trust shall be subject to the following terms and conditions:

1. Construction loan deed of trust amount shall not exceed $55,000.00.

2. Construction loan interest rate shall not exceed 14.00% for recordation of construction loan deed of trust.

3. Buyer shall not be in default under any of the terms and conditions of any deeds of trust under which it is a trustor and seller is a beneficiary.

End of Exhibit

STATE OF CALIFORNIA }

County of Los Angeles } ss.

On this 2nd day of March A.D. one thousand nine hundred and eighty seven personally appeared before me, ..., a Notary Public in and for the County of Los Angeles, State of CALIFORNIA LAERENCE ABE SENIOR VICE PRESIDENT .... of the corporation that executed the foregoing instrument and upon oath did depose that ......he is the officer of said corporation as above designated; that ......he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

CARLISLE'S FORM NO. 28N — (ACKNOWLEDGMENT—CORPORATION) D2G31

OFFICIAL SEAL
TERRI RIKER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission expires April 7, 1989

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp the day and year in this certificate first above written.

Terri Riker