

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 87020880

THIS DEED OF TRUST, made this 20th day of August, 1987, between

TOBY R. HARDY and SUSAN T. HARDY, husband and wife, herein called TRUSTOR,

whose address is 1785 Alaquia Drive Longwood, Florida 32779 and
(number and street) (city) (state) (zip)

STEWART TITLE OF CARSON CITY, a Nevada corporation, herein call TRUSTEE, and RICHARD KAYNE and SUZANNE KAYNE, husband and wife as community property, 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 County, Nevada, described as:

See Exhibit "A" hereto and made a part hereof.

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 the sum of \$ 220,000.00 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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~~ FLORIDA } SS.
COUNTY OF ORANGE
On August 20, 1987 personally
appeared before me, a Notary Public,

Toby R. Hardy and Susan T. Hardy

Toby R. Hardy
Susan T. Hardy
SUSAN T. HARDY

who acknowledged that he executed the above instrument.
Signature Patricia J. Gray
(Notary Public)

SEAL Notary Public, State of Florida
My Commission Expires Sept. 17, 1990
Bonded Thru Troy Fale - Insurance Inc.

FOR RECORDER'S USE

160678
BOOK **887** PAGE **2620**

WHEN RECORDED MAIL TO:
Mr. & Mrs. Richard Kayne
1800 Ave. of the Stars, Suite 1425
Los Angeles, CA. 90067

EXHIBIT "A"

TOBY R. HARDY and SUSAN T. HARDY, husband and wife

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

Parcel 1 - Lot 35, in Block A, as shown on the map of GLENBROOK UNIT NO. 2 A, filed in the office of the Recorder of Douglas County, Nevada, on May 26, 1978, and filed in the office of the Recorder of Douglas County, Nevada, on October 13, 1978, and as shown on the Second Amended Map of GLENBROOK UNIT NO. 2, filed on January 30, 1980, Douglas County, Nevada, records. Assessment Parcel No. 01-161-24.

Parcel 2 - The exclusive right to use for garage purposes that parcel designated as "G.F." 35, in Block "A", as shown on the AMENDED MAP OF GLENBROOK UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada on October 13, 1978.

Payor may elect at any time within the 60 month period, to transfer up to a 66-2/3% ownership to a new Limited Partnership, Corporation, or other New Entity (consisting of other individuals, family members or Corporation), and said transfer will be specifically excluded from the following DUE ON SALE CLAUSE.

IF TRUSTOR SHALL SELL, CONVEY, OR ALIENATE THE PREMISES, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE PRIOR WRITTEN CONSENT OF BENEFICIARY, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THE SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS HEREOF, OR ANY OF THEM, BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN THE NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

Notwithstanding any language contained herein to the contrary, neither Toby R. Hardy nor Susan T. Hardy, shall have any personal liability (including, but not by way of limitation, any liability for a deficiency judgment), under this Promissory Note or the Deed of Trust securing the same, it being the specific intent of the parties that any recourse thereunder be limited to the land.

Mortgager agrees to maintain the premises in a good state of repair and shall replace any appliances removed with those of comparable value.

Atk
2/28

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

'87 AUG 21 P1:55

SUZANNE BEAUDREAU
RECORDER

PAID *Atk* DEPUTY

160678

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