

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-794VM

THIS DEED OF TRUST, made this 14th day of September, 1988, between

H & S CONSTRUCTION INC., a Nevada Corporation, herein called TRUSTOR,  
P.O. Box 2077 Minden, Nevada 89423

whose address is (number and street) (city) (state) (zip) and

STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

HOT SPRINGS DEVELOPMENT 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:

Lot 25, Block C, as set forth on the Official plat of Mission Hot Springs, Unit No. 1, filed in the office of the Recorder of Douglas County, Nevada on July 1, 1987, Book 787, Page 001, Document No. 157492 of Official Records.

Assessment Parcel No. 21-042-01

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE CLAUSE AND SUBORDINATION CLAUSE

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 \$ 9,000.00 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 }  
COUNTY OF Douglas } ss.

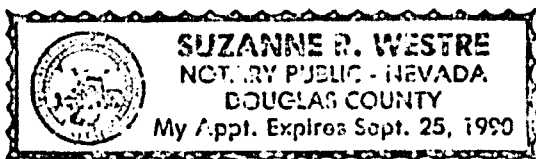
On 9/14/88 personally  
appeared before me, a Notary Public,

Randall S. Harris, President

*Randall S. Harris*  
H & S CONSTRUCTION INC.  
BY: RANDALL S. HARRIS, President

who acknowledged that he executed the above instrument.

Signature Suzanne R. Westre/Reckon  
(Notary Public)



WHEN RECORDED MAIL TO:

Hot Springs Development  
P.O. Box 608  
Gardnerville, NV 89410

FOR RECORDER'S USE

187572  
BOOK 988 PAGE 4702

EXHIBIT "A"

"So long as the trustor shall not be in default in performance of the covenants contained herein, or in the making of any payments due on the promissory note secured hereby, beneficiary agrees to subordinate the lien of this deed of trust to the lien of a deed of trust in favor of a recognized lending institution, made by Trustor for the purpose of financing construction upon the real property described herein. Amount of said construction financing shall not exceed the principal sum of \$42.00 sq.ft. It is further agreed that this deed of trust, if subordinated, shall remain junior to any extension or renewal of the construction financing.

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

REQUEST  
**STEWART TITLE OF DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'98 SEP 30 P1:34

SUZANNE BEAUDREAU  
RECORDER

6<sup>00</sup> PAID *Rh* DEPUTY

187572

BOOK 988 PAGE 4703