

RECORDING REQUESTED BY:
The Janus Trust, Dr. Larry Janus, Trustee
WHEN RECORDED RETURN TO:
Henry R. Butler
P. O. BOX 5367
Stateline, Nevada 89449

Escrow Number 44555 MCA

Loan Number JTBR1

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS FOR A CONSTRUCTION LOAN

THIS DEED OF TRUST, made October 26, 1988, between DORIS E. BROWN and RICHARD W. BROWN, Husband and Wife as Joint Tenants, whose address is P.O. BOX 214 GARDNERVILLE, NEVADA 89410 (702-265-3619), herein called TRUSTOR, Western Title Company, Inc., a Nevada Corporation, herein called TRUSTEE, and The Janus Trust, Dr. Larry Janus, Trustee, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas, Nevada described as:

Lot 759 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.
A.P.N. 29-364-13

Together with the rents, issues and profits thereof, and the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$70,000.00 (seventy thousand dollars) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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 (14), inclusive, of the fictitious deed of trust recorded January 30, 1968 in the book and at the page of Official Records in the office of the county where said property is located, noted below opposite the name of such county, viz:

| COUNTY | BOOK | PAGE | DOC. NO. |
|---------|---------------|------|----------|
| Douglas | 57 Off. Rec. | 115 | 40050 |
| Elko | 92 Off. Rec. | 652 | 35747 |
| Lyon | 37 Off. Rec. | 341 | 100661 |
| Ormsby | 72 Off. Rec. | 537 | 32867 |
| Washoe | 300 Off. Rec. | 517 | 107192 |

(which provisions are identical in all counties) 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 performed said provisions; and that the references to property, obligations, and parties in said provisions shall be