

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 03-1112VM

THIS DEED OF TRUST, made this 24th day of February, 1989, between

CARL L. AVERY JR. AND BETHEL B. AVERY, husband and wife, herein called TRUSTOR,

whose address is P.O. Box 2612 Stateline, Nevada 89449 and (number and street) (city) (state) (zip)

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

RANDALL S. HARRIS, an unmarried man, 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:

Parcel A, as set forth on the Parcel Map for Phillip A. Medina, filed for record in the office of the Recorder of Douglas County, Nevada on September 5, 1979, in Book 979, Page 116, Document No. 36324, of Official Records.

Assessment Parcel No. 19-191-15

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 \$ 24,266.16 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:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various Nevada counties and their respective recording information.

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 } ss. COUNTY OF Douglas }

On March 1, 1989 personally appeared before me, a Notary Public,

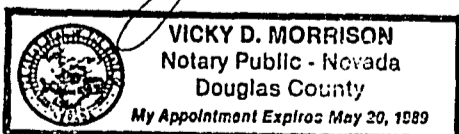
Carl L. Avery, Jr. and

Bethel B. Avery

Handwritten signatures of Carl L. Avery, Jr. and Bethel B. Avery over printed names.

who acknowledged that he executed the above instrument.

Signature [Notary Public Signature] (Notary Public)



WHEN RECORDED MAIL TO:

Randall S. Harris

P.O. Box 959

Minden, NV 89423

FOR RECORDER'S USE REQUESTED BY STEWART TITLE OF DOUGLAS COUNTY IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA '89 MAR -1 P3:54 SUZANNE BEAUDREAU RECORDER 197348 \$5.00 PAID BH DEPUTY BOOK 389 PAGE 121