

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th. day of February, 1989, between

MICHAEL LYNCH, an unmarried man and LINDA STROM, an unmarried woman
whose address is 520 El Azul Circle, Agoura, California 91301
WESTERN TITLE COMPANY, INC., a Nevada corporation
C. NICK POTETZ, a married man, as his sole and separate property
herein called TRUSTOR,
herein called TRUSTEE, and
herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

"DUE ON SALE" CLAUSE shown as Exhibit "B" attached hereto and made a part hereof by reference

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 \$ 24,500.00 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, 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.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, and others with their respective document and page numbers.

(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.

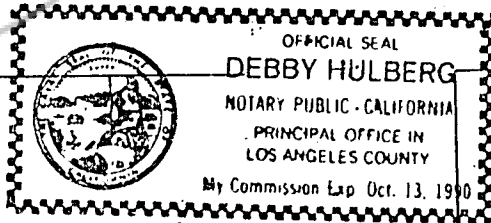
STATE OF ~~XXXXX~~ California
County of Los Angeles ss.

On February 21, 1989 personally appeared
before me, a Notary Public,
Michael Lynch and Linda Strom
who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR

Handwritten signatures of Michael Lynch and Linda Strom over their printed names.

Handwritten signature of Debby Hulberg, NOTARY PUBLIC



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

Mr. C. Nick Potetz
P.O. Box 2425
Reno, NV 89523

197515

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EXHIBIT "A"

DESCRIPTION

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 10 North, Range 22 East, M.D.M. particularly described as follows:

BEGINNING at the Northwest corner of said Section 18; thence South $00^{\circ}13'30''$ West along the West line of said Section a distance of 661.40 feet to a point; thence North $86^{\circ}43'00''$ East a distance of 700.46 feet to a point in the centerline of an access and utility easement (Penrod Lane) 60.00 feet in width, thence North $03^{\circ}17'00''$ West a distance of 660.00 feet to a point in the North line of said Section 18; thence South $86^{\circ}43'00''$ West a distance of 660.00 feet to the True Point of Beginning, and being shown as Parcel 1 on that certain Record of Survey Map filed October 10, 1969, as document No. 45990.

A.P.N. 37-121-01

COPY

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EXHIBIT "B"

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.

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 MAR -6 A11 :21

SUZANNE BEAUDREAU
RECORDER

\$ 7.00 PAID *[Signature]* DEPUTY

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