RECORDING REQUESTED BY: Henry R. Butler

WHEN RECORDED RETURN TO: Henry R. Butler P. O. BOX 5367 Stateline, Nevada 89449

Escrow Number 204634-LM Loan Number BUDA1

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made June 13, between Gary R. Davis and Arleen P. Davis, Husband and wife as Community property as Joint Tenants, whose address is P.O. Box 273 Paso Robles, Calif. 93447, herein called TRUSTOR, Henry R. Butler, Esq, herein called TRUSTEE, and The Henry R. Butler B Testamentary Trust, Henry R. Butler, 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 County, Nevada described as:

Parcel 2-A as shown on Parcel Map No. 2 for Henry R. Butler, "B" Testamentary Trust, recorded May 21, 1984 in Book 584, Page 1792 as Document No. 101102 and by certification of amendment recorded September 7, 1984 in Book 984, Page 599, as Document no. 106406, of the Official Records of Douglas County, Nevada.

Excepting therefrom that portion of said land deeded to John B. Laxague, Jr. et ux, by deed recorded March 18, 1986 in Book 386, Page 1405 as Document No. 132251 and as referenced on record of survey recorded March 18, 1986, in Book 386, Page 1404 as Document No. 132250 of the official records.

A.P.N. 23-260-60

Together with the rents, issues and profits thereof, 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 (I) 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 \$169,000.00 (One Hundred Sixty Nine Thousand and 00/100 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.

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:

208143

COUNTY	BOOK	PAGE	DOCUMENT NUMBER
Douglas	57 Off. Rec.	115	40050
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 construed to refer to the property, obligations and parties set forth in this Deed of Trust.

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

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.

Dated Aug 2, 1989 Signed

Dated Clury S. 1989 Signed 1

Arleen P. Davis

STATE OF CALIFORNIA COUNTY OF SAN LOUIS OBISPO

On personally appeared before me, a Notary Public, in and for said County and State, Gary R. Davis and Arleen P. Davis, known to me to be the persons who executed this instrument and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Signature

andro

Notary Public

Official Seal SANDRA C. PIMENTEL Notary Public - California San Luis Obispo County

My Commission Expires February 1, 1991

REQUESTED BY
FIRST NEVADA TITLE COMPANY

700 NIO 4 D.4 . .

*89 AUG -4 P4:13

\$60 PAID K12 DEPUTY

BOOK 889 PAGE 856