

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made SEPTEMBER 15, 1989 between
JEFFERY DINGMAN, a single man, TRUSTOR,

whose address is P.O. Box 2204, STATELINE, NEVADA 89449
(Number and Street) (City) (State/Zip)

First Nevada Title Company, a Nevada corporation, TRUSTEE, and
WILLIAM A. KIRSCHNER & BARBARA D. KIRSCHNER, husband and wife as Community BENEFICIARY,
Property with right of survivorship

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

, County of DOUGLAS, State of NEVADA described as:

SEE DESCRIPTION SHEET ATTACHED HERETO AND MADE A PART THEREOF

ASSESSOR'S PARCEL NO. 05-182-18

ACCELERATION CLAUSE:

In the event Trustor, without prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms, "Trustor" and "Beneficiary" include their successors.

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 sum of \$ 163,071.54 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

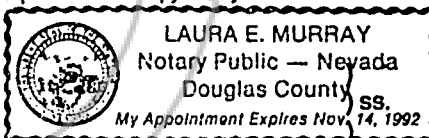
COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115364	Lincoln			45902
Clark	850 Off. Rec.		662747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40060	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emerald	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Perkins	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Sheridan	"S" Mortgages	208	31506
Lander	24 Off. Rec.	168	50762	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA

County of DOUGLAS



Signature of Trustor

Jeffery Dingman
JEFFERY DINGMAN

On SEPTEMBER 18, 1989

personally appeared before me, a Notary Public,

JEFFERY DINGMAN

who acknowledged that he executed the above instrument.

Laura E. Murray Notary Public

When Recorded Mail To: KIRSCHNER
P.O. Box 3596
STATELINE, NEVADA 89449

FOR RECORDER'S USE

212311

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DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Beginning at the most Westerly corner of Lot 7 in Block 1 of ZEPHYR HEIGHTS SUBDIVISION, showing in addition, Block 1 as revised, being portions of Lot 2 of Section 9 and the Southwest 1/4 of Section 10, Township 13 North, Range 18 East, M. B. D. & M., filed in the office of the County Recorder of Douglas County, State of Nevada on June 5, 1947, a point of the Easterly boundary of U.S. Highway 50; thence along the lot line between Lots 7 and 8 in said Block 1, North $53^{\circ}42'45''$ East 100 feet; thence South $38^{\circ}15'$ East 92.96 feet; thence South $41^{\circ}45'$ East $73^{\circ}35'$ feet to a point on a line which line is paralalled with and 20 feet Northwesterly measured at right angles from the lot line between Lots 5 and 6 in said Block 1; thence along said line South $45^{\circ}51'48''$ West 100.00 feet to the Easterly boundary of U. S. Highway 50, along the arc of a curve to the right having a radius of 14.60 feet, the Chord of which bears North $39^{\circ}49'30''$ West for an arc distance of 179.92 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH a right of way for access to and egress from said land as contained in Agreement, recorded January 11, 1962 in Book 10, Page 183 as Document No. 19380 of Official Records.

Assessor's Parcel No. 05-182-18

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

'89 OCT -3 A11:42

SUZANNE BEAUDREAU
RECORDER

PAID *SH* DEPUTY

212311

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