

DEED OF TRUST WITH ASSIGNMENT OF RENTS

M47223JC

THIS DEED OF TRUST, made this 29TH day of JANUARY, 1990, between

WARREN R. HIBBARD and LINDA J. HIBBARD, husband and wife, as joint tenants with rights of survivorship

whose address is 200-58 BURNETT WAY, MORGAN HILL, CA 95037 (Number and Street) (City) (State) herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and

JERRY G. FRONTINO AND ISABEL FRONTINO, his wife as community property herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof:

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 \$ 16,000.00 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, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, book numbers, and page ranges.

(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 CALIFORNIA COUNTY OF SANTA CLARA ss.

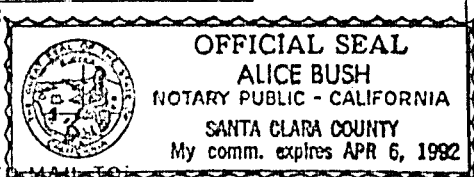
SIGNATURE OF TRUSTOR

On January 29th 1990 personally appeared before me, a Notary Public, WARREN R. HIBBARD AND LINDA J. HIBBARD - ONLY who acknowledged that they executed the above instrument.

Signatures of Warren R. Hibbard and Linda J. Hibbard with printed names below.

Signature of Alice Bush, Notary Public.

NOTARY PUBLIC



FOR RECORDER'S USE

FRONTINO 2373 W. 231ST STREET TORRANCE, CA 90501

220046 BOOK 290 PAGE 1633

LEGAL DESCRIPTION (continued)

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Lot 1 of the Northwest 1/4 of Section 2, Township 13 North, Range 20 East, M.D.B. & M., further described as follows:

All of Parcel 3, as shown on that certain Parcel Map No. 3 for Don Rooker, recorded in the Office of the County Recorder of Douglas County, Nevada, on April 21, 1978, in Book 478, of Official Records at Page 1255, as Document No. 19853.

Subject to and together with easements for ingress and egress as shown on those certain Parcel Maps for Don Rooker, recorded April 21, 1978, in Book 478, Page 1254 and 1255, Douglas County, Nevada.

A.P.N. 23-510-21

COPY

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

'90 FEB 13 AM 11:33

SUZANNE BEAUDREAU
RECORDER
\$ 6.00 PAID Bh DEPUTY

220046

BOOK 290 PAGE 1634