DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

JULY 30, 1990

between

MARILYN J. THOMPSON, AN UNMARRIED WOMAN

, TRUSTOR,

whose address is

3 WILDWOOD GARDENS, PIEDMONT, CA 94611-3831 (Number and Street)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

LUCILLE R. MEEHAN, TRUSTEE OF THE MEEHAN TRUST DATED DECEMBER 30, 1986

, BENEFICIARY,

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

, County of DOUGLAS

, State of NEVADA described as:

Lot 6, Block C, as shown on the Map of Kingbury Meadows Subdivision, filed in the office of the County Recorder of Douglas County, State of Nevada, July 5, 1955, Document No. 10542.

Assessor's Parcel No. 07-205-06

ACCELERATION/DUE ON SALE CLAUSE:

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY: OR CONTRACTS TO SELL, CONVEY OR ALIENATES; 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.

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 \$ 33,000,00******** 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, 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 fille number, noted below opposite the name of such county, namely:

	COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC.NO.
	Churchill	39 Mortgages	363	115384	Lincoln			45902
	Clark	850 Off. Rec.	1 1	682747	Lyon	37 Off. Rec.	341	100661
	Douglas	57 Off. Rec.	115	40050	Mineral	11 Of. Rec.	129	89073
	Eko	92 Off, Rec.	652	35747	Nye	105 Off. Rec.	107	04823
j	Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
	Eureka	22 Off, Rec	138	45941	Pershing	11 Off. Rec,	249	66107
	Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
	Lander	24 Off, Rec.	168	50782	Washoe	300 Off, Rec.	517	107192
	/			Wages	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 change 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 at forth

STATE OF MEXABA CALIFORNA SS.

County of Clameda Ss.

On July 31, 1990

personally appeared before me, a Notary Public,
MARILYN J. THOMPSON

OFFICIAL SEAL
GONZALO S. MANALUS
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Jan. 30, 1991

THOMPSON

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FOR RECORDER'S USE

who acknowledged that He executed the above instrument.

___ Notary Public

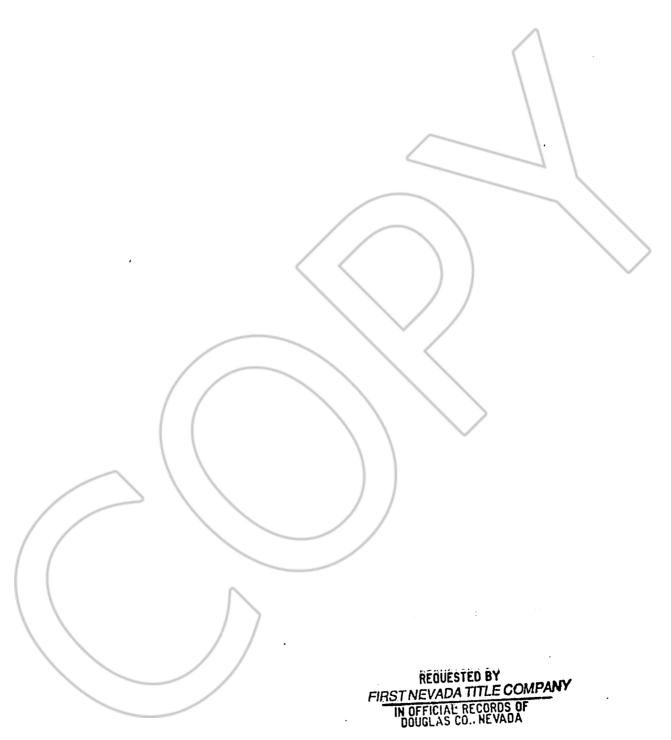
When Recorded Mail To: LUCILLE R. MEEHAN, Trustee

10000 Babbitt

Northridge, CA 91325-1565

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