

**RECORDING REQUESTED BY:**

The Janus Trust, Henry R. Butler, Trustee as to an undivided 50% interest as tenants in common with The Henry R. Butler B. Testamentary Trust, Henry R. Butler, Trustee as to an undivided 50% interest

**WHEN RECORDED RETURN TO:**

Henry R. Butler  
P. O. BOX 5367  
Stateline, Nevada 89449

Escrow Number 205940.LMX

Loan Number BJRE1

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS  
FOR A CONSTRUCTION LOAN**

THIS DEED OF TRUST, made August 13, 1990, between JULIE H. REICHARDT and GERD G. REICHARDT, Husband and Wife as Joint Tenants, whose address is P.O. Box 1439 Gardnerville, Nevada 89410 702-782-4072, herein called TRUSTOR, HENRY R. BUTLER, ESQ, herein called TRUSTEE, and The Janus Trust, Henry R. Butler, Trustee as to an undivided 50% interest as tenants in common with The Henry R. Butler B. Testamentary Trust, Henry R. Butler, Trustee as to an undivided 50% interest, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas, Nevada described as:

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

Situate in the Northwest one-Quarter of the Northeast one-quarter of Section 25, Township 12 North, Range 20 East, M.D.B. & M.

Beginning at a point which bears West 332.51 feet from the Northwest corner of Lot 24, Thompson Acres Unit No. 2, recorded March 22, 1978 as Document No 18827; Thence from said point South 247.01 feet; thence West 332.50 feet; thence North 247.01 feet; thence East 332.50 feet to the point of Beginning

Said parcel being further shown as Parcel C on Parcel map recorded April 17, 1989 in Book 489, Page 1768, Document No., 200226 of the official records  
A.P.N. 29-092-16

Together with the rents, issues and profits thereof, and the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, 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 (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by the promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$113,000.00 (one hundred thirteen thousand 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; and (4) all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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:

COUNTY	BOOK	PAGE	DOC. NO.
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Lyon	37 Off. Rec.	341	100661
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.

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.

Julie H. Reichardt  
 JULIE H. REICHARDT

Dated: 8-15-90

Gerard G. Reichardt  
 GERD G. REICHARDT

Dated: 8-15-90

STATE OF NEVADA  
 COUNTY OF DOUGLAS ss.

On August 15, 1990 personally appeared before me, a Notary Public, in and for said County and State, JULIE H. REICHARDT and GERD G. REICHARDT, 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.

David Randolph  
 Signature Notary Public

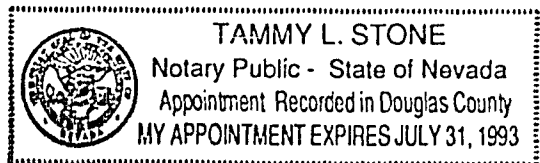
STATE OF NEVADA }  
 COUNTY OF DOUGLAS } SS.

On August 15, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEIRDRE RANDOLPH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That she was present and saw GERD G. REICHART AND JULIE H. REICHARDT, personally known to her to be the same persons described in and whose names are subscribed to the within and annexed Instrument as the Parties thereto, execute and deliver the same, and she acknowledged to said affiant that they executed the same and that said affiant subscribed her name thereto as a Witness.

WITNESS my hand and official seal.

Tammy L. Stone  
 Notary Public for said County and State



232411

BOOK 890 PAGE 2247

COPY

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

'90 AUG 15 P3:58

SUZANNE BEAUDREAU  
RECORDER **232411**  
\$ 7.00 PAID KV DEPUTY  
BOOK 890 PAGE 2248