

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made July 31, 1990 between  
**MICHAEL E. McCORMICK AND TONI McCORMICK, HUSBAND AND WIFE AND GREG LYNN**  
**AN UNMARRIED MAN AND SUZANNE TOWSE, A SINGLE WOMAN ALL AS JOINT TENANTS** , TRUSTOR,

whose address is P.O. BOX 2914 Minden Nevada 89423  
 (Number and Street) (City) (State/Zip)

*First Nevada Title Company*, a Nevada corporation, TRUSTEE, and  
**PHILIP CARTER, AN UNMARRIED MAN** , 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 3, BLOCK B, AS SET FORTH ON THE MAP OF MOUNTAIN VIEW ESTATES UNIT NO. 5  
 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA ON  
 APRIL 13, 1990, IN BOOK 490, PAGE 1895, AS DOCUMENT NO. 223928, OFFICIAL RECORDS  
 ASSESSOR'S PARCEL NO. 21-160-44

Providing Trustor shall not then be in default in any of the Covenants contained  
 herein or in the payments due on the Promissory Notes secured hereby, upon demand  
 by the Trustor heirs, successors, or assigns. Beneficiary agrees to subordinate the  
 lien or charge of this Deed of Trust to a Construction loan in the amount of  
 \$100,000.00, Beneficiary has the right to approve the loan which consent shall not  
 be unreasonable with held.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 \$ 12,000.00 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 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	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Perching	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
				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 ) ss.

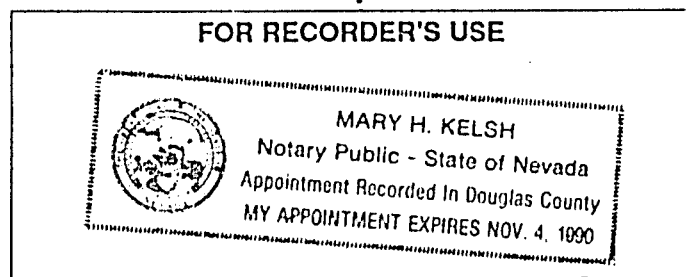
On August 15, 1990

personally appeared before me, a Notary Public,  
Michael E. Mc Cormick  
Toni Mc Cormick  
Greg Lynn and Suzanne Towse

Signature of Trustor  
Michael E. McCormick  
Toni McCormick  
Greg Lynn Suzanne Towse  
Suzanne Towse

who acknowledged that they executed the above instrument.  
Mary H. Kelsh Notary Public

When Recorded Mail To:  
 First Nevada Title  
 P.O. 158  
 Minden, NV 89423



232424  
 BOOK 890 PAGE 2267

**EXHIBIT "A"**

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

COPY

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

90 AUG 16 A9:51

SUZANNE BEAUDREAU  
RECORDER

\$ 6.00 PAID Bh DEPUTY

**232424**

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