

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made AUGUST 13, 1990

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

NOVASEL & SCHWARTE INVESTMENTS INC., DBA WESTERN HIGHLAND MORTGAGE

, 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:

Unit 22, as set forth on the Official Plat of Cave Rock Villas, recorded August 16, 1977 as Document No. 12016, Official Records of Douglas County, state of Nevada and as amended by Record of Survey of Cave Rock Villas, filed for record October 9, 1979 in Book 1079 Page 634, Document No. 37479, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 1/22nd interest in and to that portion designated as common area as set forth on the Official Plat of Cave Rock Villas, being a subdivision of Lot 3, Cave Rock Villas, being a subdivision of Lot 3, Cave Rock Estates No. 1, recorded August 16, 1977 as Document No. 12016, Official Records of Douglas County, State of Nevada, and as amended by Record of Survey of Cave Rock Villas, filed for record October 9, 1979 in Book 1079, Page 634, Document No. 37479, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 03-230-22.

In the event Trustor, without the 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.

SEE EXHIBIT "A" ATTACHED HERETO FOR BANKRUPTCY CLAUSE MADE A PART THEREOF

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 \$ 69,000.00***** 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:

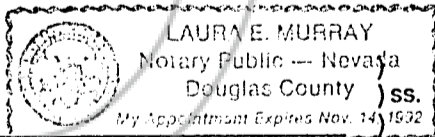
COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Perth	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



Signature of Trustor

Jeffery Dingman
JEFFERY DINGMAN

On AUGUST 13, 1990

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: NOVASEL & SCHWARTE
P.O. BOX 11355
TAHOE PARADISE, CA
95708

FOR RECORDER'S USE

232486

BOOK 890 PAGE 2401

ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to, a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Beneficiary agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

DATED: AUGUST 13, ,19 90

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

'90 AUG 16 P12:58

SUZANNE BEAUDREAU
 RECORDER **232486**
 \$6 PAID *K12* DEPUTY
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