

When Recorded, Mail to:

Order No. M49253CH

Escrow No. _____

Painter

P.O. Box 37

Genoa, Nv 89411

**INDIVIDUAL DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

BY THIS DEED OF TRUST, made this 26th day of November, 1990 between
FLOYD O. COLBERT and BETTY J. COLBERT, Husband and Wife, As Community Property with Right of Survivorship

herein called TRUSTOR, whose address is
184 Tambourine Ranch Road, Gardnerville, Nv 89410,
and WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called TRUSTEE, and GREGORY W. PATNER and HOLLIS

LYNN PAINTER, Husband and Wife as Joint Tenants with right of Survivorship
herein called BENEFICIARY, whose address is P.O. Box 37, Genoa, Nevada 89411
Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of Douglas,
State of Nevada, being Assessor's Parcel Number 19-041-22, and specifically described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR "DUE ON SALE" PROVISION

Trustor also assigns to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred; reserving, however, the right to collect and use the same as long as there is no existing default hereunder, and does hereby authorize Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

For the purpose of securing: (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 Dollars (\$ 150,000.00) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby; (3) Performance of each agreement of Trustor incorporated by reference or contained herein.

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	32887
Eureka	22 Off. Rec.	138	45941	Perahing	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.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or Trustee may charge a fee of up to Fifty Dollars (\$50) for each change in parties.

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 set forth below.

SIGNATURE OF TRUSTOR

Floyd O. Colbert

FLOYD O. COLBERT

Betty J. Colbert

BETTY J. COLBERT

STATE OF NEVADA

COUNTY OF Douglas) SS

On November 29, 1990

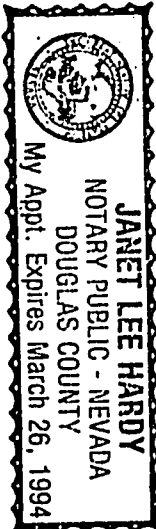
before me, a notary public, personally appeared

Floyd O. Colbert and

Betty J. Colbert

personally known or proved to me to be the person(s) whose name(s) are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public JANET LEE HARDY



BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

FOR RECORDER'S USE

240246

BOOK 1290 PAGE 136

DESCRIPTION

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

PARCEL 1:

All that certain lot, piece, parcel or portion of land situated, lying and being within the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 12 North, Range 19 East, M.D.B.&M., and more particularly described as follows:

A lot line adjustment between Parcel C, Parcel E: 3 and Parcel E: 4 as described in Deed filed for record in Book 1287 at Page 2437, as Document No. 168986, Official Records of Douglas County, Nevada.

Commencing at the East 1/4 corner of said Section 4 as shown on that map entitled "Record of Survey for Hildegard Herz", filed for record on July 24, 1974 as Document No. 74394; thence along the North line of said Section 4, South 89°49'29" West a distance of 644.60 feet to the Westerly right-of-way line of State Highway 207 (Kingsbury Grade); thence along said Westerly line South 44 degrees, 27 minutes, 00 seconds East a distance of 326.60 feet which is the TRUE POINT OF BEGINNING; thence continuing along said Westerly right-of-way line South 44 degrees, 27 minutes, 00 seconds East a distance of 318.10 feet to the Northwest corner of that Parcel described in Deed filed for record in Book 884 at Page 1904 as Document No. 105319, Official Records of Douglas County, Nevada; thence South 10 degrees, 56 minutes, 20 seconds West a distance of 204.79 feet to the South line of the "Herz Property" as shown on the aforesaid map; thence along said South line South 89 degrees, 59 minutes, 01 seconds West a distance of 348.67 feet; thence North 00 degrees, 14 minutes, 51 seconds East a distance of 267.74 feet; thence North 45 degrees, 33 minutes, 00 seconds East a distance of 229.20 feet to the TRUE POINT OF BEGINNING.

A.P.N. 19-041-22

PARCEL 2:

Together with an easement described as follows as set forth in Easement Agreement recorded August 17, 1984, in Book 884, Page 1907, as Document No. 105319.

A parcel of land located within a portion of the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 12 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the East 1/4 corner of Section 4, Township 12 North, Range 19 East, Mount Diablo Baseline and Meridian; thence South 00°11'00" East, 662.70 feet to the Southerly right-of-way line of Kingsbury Grade, also known as State Route 207; thence North 44°27'00" West, 279.14 feet along said right-of-way line to the POINT OF BEGINNING; thence South 10°56'20" West, 203.58 feet; thence North 89°59'22" East, 12.22 feet; thence North 10°56'20" East, 192.98 feet to the Southerly right-of-way line of Kingsbury Grade; thence North 44°27'00" West, 14.58 feet along said right-of-way line to the POINT OF BEGINNING.

EXHIBIT "B"
DUE ON SALE PROVISION

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

'90 DEC -3 P4:07

SUZANNE BEAUDREAU
RECORDER
\$ 7⁰⁰ PAID KD DEPUTY

240246

BOOK **1290** PAGE **138**