

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: _____

THIS DEED OF TRUST, made this 27th day of November, 1990, between THOMAS J. LYNCH and DOROTHY R. LYNCH, husband and wife, herein called TRUSTOR, whose address is P. O. Box 6717, Stateline, Nevada 89449 (number and address) (city) (state) (zip) and

PACIFIC TITLE, INC., a Nevada corporation, herein called TRUSTEE, and BENJAMIN L. SUSMAN AND MIRIAM J. SUSMAN, TRUSTEES OF THE SUSMAN FAMILY TRUST DATED JANUARY 7, 1980 AS AMENDED, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS County, Nevada, described as: Lot 12, as shown on the map of Aspen Valley Subdivision Unit No. 2, filed in the Office of the County Recorder of Douglas County, State of Nevada, on November 15, 1966, as Document No. 34571. AP#11-202-03

BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE ANY INDEBTEDNESS AND OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE OR AGREEMENT EVIDENCING THE SAME, DUE AND PAYABLE WITHIN 30 DAYS AFTER SUCH DECLARATION IF TRUSTORS OR ANY SUCCESSOR IN INTEREST TO TRUSTORS OF SUCH PROPERTY SELLS, ENTERS INTO A CONTRACT OF SALE, CONVEYS OR ALIENATES SUCH PROPERTY OR ANY PART THEREOF, OR SUFFERS THEIR TITLE OR ANY INTEREST THEREIN TO BE DIVESTED, WHETHER VOLUNTARILY OR INVOLUNTARILY OR LEASES SUCH PROPERTY OR PART THEREOF FOR A TERM OF 3 YEARS OR MORE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the beneficiary to collect and apply such rents, issues and profits. For the purpose of securing (1) payment of the sum of \$ 40,000.00 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists recording information for various counties including Churchill, Clark, Douglas, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine.

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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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.

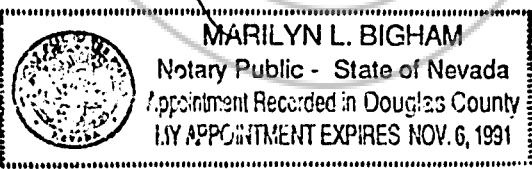
STATE OF NEVADA COUNTY OF DOUGLAS } ss. On November 27, 1990 personally appeared before me, a Notary Public,

Signatures of Thomas J. Lynch and Dorothy R. Lynch with printed names below.

Thomas J. Lynch and Dorothy R. Lynch

who acknowledged that the y executed the above instrument.

Signature of Marilyn L. Bigham (Notary Public)



WHEN RECORDED MAIL TO: BENJAMIN L. SUSMAN 12843 SARAH STREET STUDIO CITY, CALIFORNIA 91604

FOR RECORDER'S USE. REQUESTED BY Benjamin L. Susman IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. 90 DEC 12 P2:15

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