

THIS DEED OF TRUST, made this 4th day of February, 1991, between DEBORAH L. JOHNSTON, a married woman, as her sole and separate property, herein called TRUSTOR, whose address is P.O. Box 11771, Zephyr Cove, Nevada 89448 and PACIFIC TITLE, INC., a Nevada corporation, herein called TRUSTEE, and NOVASEL & SCHWARTE INVESTMENTS, INC. DBA WESTERN HIGHLAND MORTGAGE CO., 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:

Being all of Lot 34 in Block B, as shown on the map entitled Round Hill Village Unit No. 3, filed for record in the Office of the County Recorder County, State of Nevada on November 24, 1965, as Document No. 30185. AP#05-332-02

DUE ON SALE CLAUSE:

SHOULD THE REAL PROPERTY DESCRIBED HEREIN, OR ANY PART OF IT, OR ANY INTEREST IN IT BE SOLD, OR IF IT IS AGREED THAT IT WILL BE SOLD, CONVEYED, OR ALIENATED BY THE TRUSTOR, ALL OBLIGATIONS SECURED BY THIS DEED OF TRUST, WITHOUT REGARD OF THE MATURITY DATES EXPRESSED HEREIN, AT THE OPTION OF THE HOLDER SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

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 \$ 100,000.00 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, Elko, Esmeralda, Eureka, 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 DOUGLAS } ss. On February 13, 1991 personally appeared before me, a Notary Public,

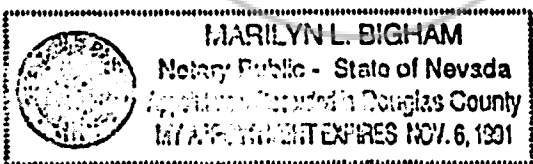
Signature of Deborah L. Johnston, DEBORAH L. JOHNSTON

Deborah L. Johnston

who acknowledged that she executed the above instrument.

Signature of Notary Public

FOR RECORDER'S USE



WHEN RECORDED MAIL TO:

Western Highland Mortgage Co. P. O. Box 11355 Tahoe Paradise, California 95708

245062

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 falls 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: February 13, 1991

Deborah L. Johnston  
 Signature DEBORAH L. JOHNSTON

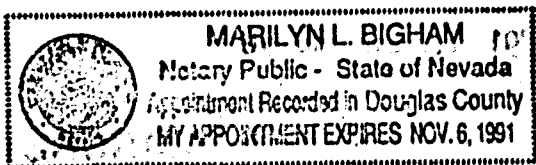
STATE OF NEVADA            )  
   ) ss.  
 COUNTY OF DOUGLAS        )

On this 13th day of February, 1991, before me, the undersigned Notary Public in and for said County and State, personally appeared Deborah L. Johnston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument and acknowledged to me that (s)he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of NEVADA, County of DOUGLAS, on the date set forth above in this certificate.

Marilyn L. Bigham  
 Notary Public, State of NEVADA

My commission expires: 11/6/1991



COPY

REQUESTED BY  
**PACIFIC TITLE, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'91 FEB 20 10:40

SUZANNE BEAUDREAU  
RECORDER 245062

\$7<sup>00</sup> PAID *KJ* DEPUTY

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