

When Recorded, Mail to:
Guardian Services, Inc.
P.O. Box 22010
Carson City, NV 89721

Escrow No. 03-2447VM

THIS INSTRUMENT IS BEING RE-RECORDED TO SHOW THE CORRECTED TRUSTOR AND BENEFICIARIES

**ALL INCLUSIVE DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

BY THIS DEED OF TRUST, ^{9/9} made this 4th day of January,
SEE EXHIBIT B ~~JUANETTE METHERNY / RICHARD W. HADLOCK / BERNICE O. THAN~~ proper
199 1, between as to an undivided 1/3 interest, & herein called TRUSTOR, whose inter
~~address is~~ as ^{JIT/TWROS} and STEWART TITLE

OF DOUGLAS COUNTY, herein called TRUSTEE, and ^{SEE EXHIBIT B} ~~ANTHONY / BRYAN / MY / BARBARA / PARIYA~~
husband and wife
herein called Beneficiary, whose address is P.O. Box GGG So. Lake Tahoe, CA 95729

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 25-030-08, and specifically
described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION
AND DUE ON SALE CLAUSE

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 FIVE THOUSAND AND NO/100-----DOLLARS (\$155,000.00)
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.

This is an All Inclusive Deed of Trust and is subject and
subordinate to the following Deed(s) of Trust now of record securing certain
notes, the unpaid principal balance of which is included in the Note and
which the Beneficiary herein has agreed to pay as per the terms thereof
PROVIDING Trustor is not in default in the payment of the Note secured by
this Deed of Trust:

(1) Deed of Trust dated April 8, 1982 and recorded in the office of the
Recorder of Douglas County, Nevada, on April 12, 1982, at
Book 482, page 121 Q4d, as Document Number 66794,
executed by Jeanette Metherney, Richard W. Hadlock, Regis Trustor in which
HADLOCK, Bruce A. Clark and Patricia B. Clark is named as
BERNICE O. THAN Beneficiary and DOUGLAS COUNTY TITLE CO., INC., a Nevada Corp. as Trustee.

Should the within beneficiary default in payment of any installments
due under any said prior Deed of Trust, the Trustor herein may make said
payments, including late charges, penalties and/or advances, direct to the
Beneficiary of said prior Deed of Trust and any and all payments so made
shall be credited against the installments due on the Note secured by this
Deed of Trust.

Notwithstanding any provision to the contrary herein contained, in
the event of a Trustee's sale in furtherance of the foreclosure of this Deed
of Trust, the balance then due on the note secured hereby, for the purposes
of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of

principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this all-inclusive deed of trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligation/s, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which beneficiary, his successors, or assigns, may by law be permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

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	Pershing	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 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 Trustor at Trustor's address set forth below.

SIGNATURE OF TRUSTOR

ANTHONY PARINA

BARBARA PARINA

BENEFICIARIES

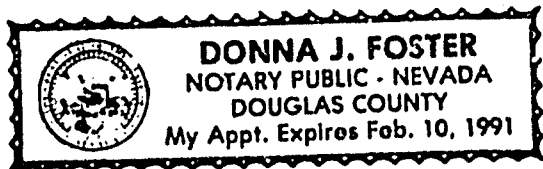
JEANETTE METHENY

BRUCE A. CLARK

PATRICIA D. CLARK

STATE OF NEVADA)
) SS
 COUNTY OF DOUGLAS)

On January 7, 1991, before me, a notary public, personally appeared Anthony Parina and Barbara Parina, 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

4 245073

242741

BOOK 291 PAGE 2036

BOOK 191 PAGE 1356

EXHIBIT "A"

LEGAL DESCRIPTION

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

A Parcel of land situated in and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B & M., and more fully described by metes and bounds as follows, to wit:

Beginning at a point at the Southeast corner of the parcel on the Northerly side of State Highway thirty foot right of way line, which point bears North 63°25' West, a distance of 1373.25 feet from the West town limits of the Town of Minden, said point of beginning being further described as bearing North 63°22'50" West, a distance of 3513.80 feet from the Town Monument (No. 1) to said Town of Minden; thence from said point North 63°25' West, along the Northerly right of way line of said State Highway a distance of 108.70 feet; thence from said Point of Beginning North 63°25' West, along the Northerly right of way line of said State Highway a distance of 100.00 feet to the Southwesterly corner of the Parcel; thence North 26°35' East, along the property line a distance of 208.70 feet to the Northwesterly corner of the parcel; thence South 63°25' East, along the property line a distance of 100.00 feet to the Northerly corner of the parcel; thence South 26°35' West, along the property line a distance of 208.70 feet to a Point of Beginning.

Assessment Parcel No. 25-030-08.

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.

INITIAL
[Signature]

INITIAL
[Signature]

INITIAL
[Signature]

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'91 JAN 11 P1:20

SUZANNE BEAUDREAU

RECORDER

242741

\$7.00 PAID *[Signature]* DEPUTY

245073

BOOK 291 PAGE 2037

BOOK 191 PAGE 1357

EXHIBIT B

BY THIS DEED OFF TRUST, made this 4th day of January 1991, between ANTHONY PARINA AND BARBARA PARINA, HUSBAND AND WIFE, herein called TRUSTOR and JENETTE MATHENY, a married woman as her sole and separate property as to an undivided 1/3 interest and BRUCE A. CLARK AND PATRICIA D. CLARK, husband and wife as to an undivided 2/3 interest, herein call BENEFCIARY

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'91 FEB 20 P1:10

245073
BOOK **291** PAGE**2038**

SUZANNE BEAUDREAU
RECORDER
\$800 PAID *[Signature]* DEPUTY