

RECORDING REQUESTED BY:

Henry R. Butler

WHEN RECORDED RETURN TO:

Henry R. Butler

P. O. BOX 5367

Stateline, Nevada 89449

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS AS SECURITY FOR A GUARANTEE

THIS DEED OF TRUST, made February 15, 1991, between MIKE R. NORMAN AND SUZANNE G. NORMAN HUSBAND AND WIFE AS JOINT TENANTS, whose address is 1344 Briole Way, Minden, NV, herein called TRUSTOR, Henry R. Butler, Esq, herein called TRUSTEE, and Henry R. Butler, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas County, Nevada described as:

LOT 89 IN BLOCK C AS SHOWN ON THE MAP OF WILDHORSE UNIT NO. 3, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY NEVADA ON JULY 2, 1990, IN BOOK 790 PAGE 26 AS DOCUMENT NO. 229406 *st*
A.P.N. 21-090-21

Together with the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$28,000.00 (TWENTY EIGHT THOUSAND DOLLARS) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded January 30, 1968 in the book and at the page of Official Records in the office of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	DOCUMENT NUMBER
Douglas	57 Off. Rec.	115	40050
Ormsby	72 Off. Rec.	537	32867
Washoe	300 Off. REC.	517	107192

(which provisions are identical in all counties) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and performed said provisions; and that the references to property, obligations,

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and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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.

Mike R. Norman Dated: 2/15/91
MIKE R. NORMAN

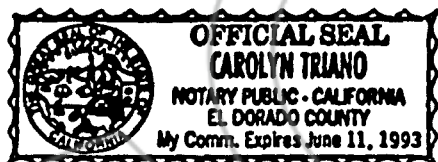
Suzanne G. Norman Dated: 2/15/91
SUZANNE G. NORMAN

STATE OF NEVADA *Calif*
COUNTY OF DOUGLAS ss. *El Dorado*

On 2/15/91 personally appeared before me, a Notary Public, in and for said County and State, SUZANNE G. NORMAN AND MIKE R. NORMAN, known to me to be the persons who executed this instrument and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Carolyn Triano
Signature Notary Public



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Guarantee

1. The undersigned hereby endorse, guarantee, and promise to pay the \$28,000.00 note executed by Patrick M. and Judith A. Roediger in favor of Henry R. Butler, a copy of which is attached hereto (and all interest, fees, taxes and insurance premiums and any other sums that may become due and payable under and by virtue of the provisions of any security instrument securing that note).

Waivers

2. The undersigned hereby waive the following:
- (a) Presentment, demand, protest, notice of protest, notice of dishonor, and notice of nonpayment;
 - (b) The right, if any, to the benefit of, or to direct the application of, any security hypothecated to the holder until all indebtedness of the maker to the holder, howsoever arising, shall have been paid; and
 - (c) The right to require the holder to proceed against the maker or to pursue any other remedy in the holder's power.

Right of Direct Action

3. The undersigned hereby further agree that the holder may proceed against the undersigned directly and independently of the maker, and that the cessation of the liability of the maker for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest, or acceptance, release or substitution of security, or any impairment or suspension of the holder's remedies or rights against the maker, shall not in any way affect the liability of the undersigned.

4. Henry R. Butler may not proceed against the security for this guarantee until the first of the following occurs: (1) January 1, 1993; (2) Sale or other transfer of the security; (3) the failure of the guarantor to maintain insurance on the security in favor of Henry R. Butler in the amount of \$28,000.00; or (4) destruction of the security. Interest and fees accruing on the note shall continue to accrue until such time as the underlying debt is repaid.

5. In any litigation or other proceeding involving this guarantee or the note it guarantees, the prevailing party shall be entitled to reasonable attorney fees and costs. All such fees shall be secured by this guarantee and by the accompanying trust deed.

Security for the guarantee

6. This guarantee is secured by the property described as:

LOT 89 IN BLOCK C AS SHOWN ON THE MAP OF WILDHORSE UNIT

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NO. 3, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE
OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY NEVADA ON
JULY 2, 1990, IN BOOK 790 PAGE 26 AS DOCUMENT NO. 229406
A.P.N. 21-090-21

Mike R. Norman Dated: *2/15/91*
MIKE R. NORMAN

Suzanne G. Norman Dated: *2/15/91*
SUZANNE G. NORMAN

COPY

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

91 FEB 27 AM 1:05

SUZANNE BEAUJOREAU
RECORDER **245582**
DEPUTY
\$ *8.00* PAID: *KE*
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