

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 26th day of March, 1991 between
Jack Hall and Cheryl Hall, husband and wife, as joint tenants and TRUSTOR,

whose address is 419 Corie Court, Gardnerville, NV 89410
(Number and Street) (City) (State / Zip)

Pacific Title, Inc., a Nevada Corporation, TRUSTEE, and
Stephen Ray Simon and Lucette C. Simon, husband and wife, as joint tenants, BENEFICIARY,
as to an undivided 1/2 interest and Paul F. Simon and Morene L. Simon, husband and wife, as joint tenants as to an undivided 1/2 interest
WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

County of Douglas, State of Nevada described as:
That certain parcel of land situate in the County of Douglas, State of Nevada, and being a portion of the Southwest Quarter of Section 14, Township 12 North, Range 19 East, M.D.B.&M., more particularly described as follows:
Parcel 1, as set forth upon that Parcel Map for Stephen Ray and Lucette C. Simon recorded February 16, 1990 in Book 290 of Official Records of Douglas County, State of Nevada at Page 2149, as Document No. 220284.
This Deed of Trust is a First Deed of Trust subject to the provisions set out in Exhibit "A".

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 \$180,000.00 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	30 mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off.	115	40050	Mineral	11 Off. Rec.	129	89073
Eiko	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	Perching	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. Rec.	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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA
COUNTY OF DOUGLAS } ss

On MARCH 25, 1991
personally appeared before me, a Notary Public,

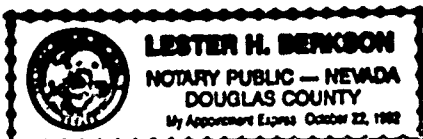
Signature of Trustor
Jack Hall
JACK HALL
Cheryl Hall
CHERYL HALL

JACK HALL AND
CHERYL HALL

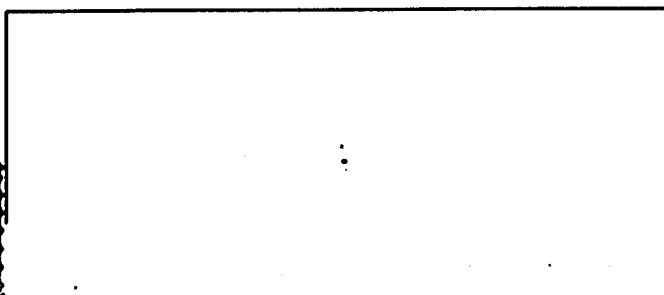
who acknowledged that they executed
the above instrument.

Lester H. Berkson Notary Public

When Recorded Mail To:
STEVE SIMON
12252 WOODRUFF AVE
DUNNET, CA. 90241



FOR RECORDER'S USE



247238

EXHIBIT "A"

Borrowers acknowledge this loan is made by Lender, in reliance upon Borrowers' express promise that the loan proceeds will be utilized by Borrowers for construction of improvements upon the secured property. Construction to include all on-site and off-site improvements, architects and engineers fees, supervisory fees, permit fees, costs of all materials and labor, loan fees, costs and payments and other expenses related to the construction, financing and completion of improvements on the secured property.

Payments to be advanced pursuant to this Note and Deed of Trust as follows:

1. \$40,000.00 upon recordation of the Deed of Trust as security for this Note.
2. \$40,000.00 upon verification of completion of thirty percent (30%) of the improvements.
3. \$40,000.00 upon verification of completion of sixty percent (60%) of the improvements.
4. \$50,000.00 upon verification of completion of ninety percent (90%) of the improvements.
5. \$10,000.00 upon Borrowers obtaining a certificate of occupancy from Douglas County.
6. Verification to be by affidavit of Jack Hall as to the progress of completion accompanied by a schedule of expenditures to the date of advance and photos of the project.

JACK HALL is to obtain all necessary approvals for the completion of construction and agrees to diligently complete the improvements to be constructed and to obtain a certificate of occupancy of the home to be constructed.

In the event the secured property is sold, then at the option of Lender the entire unpaid balance of the Note may be accelerated and payment demanded.

Liability and fire insurance to be provided by Borrowers with the Lender named as Loss Payee in an amount approved by Lender.

A default under that certain Note dated June 11, 1990 in the original amount of \$144,000.00 with the same parties as makers and beneficiaries and the same property as security shall constitute a default under this Note and the Deed of Trust as security.

LENDERS

Stephen Ray Simon
STEPHEN RAY SIMON

Lucette C. Simon
LUCETTE C. SIMON

Paul F. Simon
PAUL F. SIMON

Morene L. Simon
MORENE L. SIMON

BORROWERS

Jack Hall
JACK HALL

Cheryl Hall
CHERYL HALL

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

91 MAR 26 NO:41

SUZANNE BEAUDREAU
RECORDER 247238
\$6.00 PAID Ke DEPUTY
BOOK 391 PAGE 3206