

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 3RD day of APRIL, 19 91, between

MICHAEL CUNAG AND LYNN S. CUNAG, husband and wife

P.O. BOX 584, GARDNERVILLE, NV 89410

herein called TRUSTOR,

whose address is

(Number and Street)

(City)

(State)

herein called TRUSTEE, and

WESTERN TITLE COMPANY, INC., a Nevada corporation

JOHN R. BURGMAN, an unmarried man

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Douglas County, Nevada, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

ACCELERATION PROVISION: SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS DOCUMENT IS BEING RECORDED AS ADDITIONAL SECURITY FOR A PROMISSORY NOTE, DATED APRIL 4, 1991, EXECUTED BY MICHAEL P. CUNAG AND LYNN S. CUNAG, HUSBAND AND WIFE, IN FAVOR OF JOHN R. BURGMAN, AN UNMARRIED MAN, IN THE SUM OF \$70,000.00.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 15,000.00 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties including Clark, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, books, and pages.

(which provisions, identical in all counties, are printed on the reverse hereof) 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 perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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.

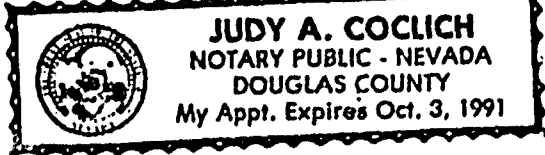
STATE OF NEVADA
DOUGLAS COUNTY
On APRIL 8, 1991 personally appeared
before me, a Notary Public,
MICHAEL CUNAG & LYNN S. CUNAG

SIGNATURE OF TRUSTOR
MICHAEL CUNAG
LYNN S. CUNAG

who acknowledged that THEY executed the above instrument.

JUDY A. COCLICH
NOTARY PUBLIC

WHEN RECORDED MAIL TO:
JOHN R. BURGMAN
790A WAGON DRIVE
GARDNERVILLE, NV 89410



248127

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MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCESSION STREET
CARSON CITY, NEVADA 89701

LAKE TAHOE OFFICE
BRINDLEY HILL PROFESSIONAL BUILDING
P. O. BOX 55
ZEPHYR COVE, NEVADA 89449



EXHIBIT 'A'

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

PARCEL 1:

A Parcel of land being situated in the Southeast 1/4 of Section 24, Township 12 North, Range 20 East, M.D.B. & M., described as follows:

Parcel 4-A, as shown on Parcel Map for Michaels Construction filed for record August 14, 1990, in Book 890, Page 1972, Document No. 232280 of Official Records of Douglas County, State of Nevada.

PARCEL 2:

TOGETHER WITH an access easement for road and public utilities over and across the lands lying adjacent to Parcel No. 4, as set forth on that certain Parcel Map for GARY B. WILLIAMS, et ux, filed for record in the office of the County Recorder of Douglas County, Nevada on June 6, 1978 as Document No. 21529, more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel Map, thence South 00°00'15" West, a distance of 25.00 feet; thence West, a distance of 942.29 feet to a point; thence Southwesterly along a curve having a radius of 25 feet through a central angle of 90, an arc distance of 39.27 feet to a point; thence North 00°02'15" East, a distance of 50.09 feet to a point, which is the Northwest corner of said Parcel Map; thence East, a distance of 967 feet, more or less to the POINT OF BEGINNING.

A.P.N. 29-512-13

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EXHIBIT B

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.

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

'91 APR -9 P3:25

SUZANNE BEAUDREAU
700 RECORDER 248127
\$ PAID *ko* DEPUTY
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