

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2nd day of December 1991, between DENNIS L. YOST, an unmarried man and MARSHA K. LERZA, an unmarried woman together as joint tenants

herein called TRUSTOR, whose address is 644 BLUEROCK ROAD, GARDNERVILLE, NEVADA 89410

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and MAX A. SCHAFFER and SHIRLEY A. SCHAFFER, husband and wife as joint tenants

herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to wit:

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

Lot 25, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on March 27, 1974, In Book 374, Page 676, as Document No. 72456.

A.P.N. 29-293-03

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.

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 \$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, 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.:

COUNTY	DOC. No.	BOOK	PAGE	COUNTY	DOC. No.	BOOK	PAGE
Clark	413987	514		Lyon	88486	31 mtgs.	449
Churchill	104132	34 mtgs.	591	Mineral	76648	16 mtgs.	534-537
Douglas	24495	22	415	Nye	47157	67	163
Elko	14831	43	343	Ormsby	72637	19	102
Esmeralda	26291	3H deeds	138-141	Pershing	57488	28	58
Eureka	39602	3	283	Storey	28573	R mtgs.	112
Humbolt	116986	3	83	Washoe	407205	734 Tr.deed	221
Lander	41172	3	758	White Pine	128126	261	341-344
Lincoln	41292	0 mtgs.	467				

(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

SIGNATURE OF TRUSTOR

County of Douglas)

) SS.

On 12-6-91)

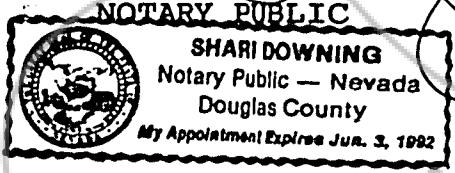
personally appeared before me,
a Notary Public, DENNIS L. YOST
and MARSHA K. LERZA

Dennis L. Yost
DENNIS L. YOST

Marsha K. Lerza
MARSHA K. LERZA

who acknowledged that they
executed the above instrument.

Shari Downing



SCARPELLO & ALLING
CARSON CITY OFFICE
VALLEY BANK CENTER

600 E. WILLIAM STREET, SUITE 301
CARSON CITY, NEVADA 89701-4052
TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE
KINGSBURY SQUARE
P.O. BOX 3390
STATELINE, NEVADA 89449-3390
TELEPHONE (702) 588-6676

WHEN RECORDED MAIL TO:
MAX A. SCHAFFER
1129 WOODRIDGE AVENUE
THOUSAND OAKS, CA. 91362

.....
: ESCROW NO. M51096SD
: FOR RECORDER'S USE
:

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

91 DEC -6 P4:51

SUZANNE BEAUDREAU
CO RECORDER
266568
\$6 PAID [Signature] DEPUTY
BOOK 1291 PAGE 962