DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

December 5th, 1991

between

SAMUEL M. THOMPSON and RUTH B. THOMPSON, husband and wife as Joint Tenants

, TRUSTOR,

whose address is

3220 NO. PROSPECT AVE., ROSEMEAD, CA 91770

(Number and Street)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

DONALD E. MCPHAIL and JANE MCPHAIL, husband and wife as

, BENEFICIARY,

Joint Tenants

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

, County of

DOUGLAS

, State of NEVADA described as:

Lot 65, as shown on the Map of Alpine View Estates Unit No. 3, filed in the office of the Recorder of Douglas County, Nevada on April 16, 1973 in Book 473, Page 467, Document No. 65319, Official Records.

Assessor's Parcel No. 15-092-08

In the event Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in the real propety or any part thereof or any interst therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The term "Trustor" and "Beneficiary" include their successors.

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 \$ 80,000.00******** 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 fille number, noted below opposite the name of such county, namely:

	COUNTY Churchil	BOOK 39 Mortgages	PAGE 363	DOC. NO. 115384	COUNTY Lincoln	BOOK	PAGE	DOC. NO. 45902
	Clark	850 Off, Rec.		682747	Lyan	37 Off, Rec.	341	100661
	Douglas	57 Off, Rec.	115	40050	Mineral	11 Of, Rec.	129	89073
	Elko	92 Off. Rea.	652	35747	Nye	105 Off. Rec.	107	04823
j	Esmeraida	3-X Deeds	195	35922	Ormsby	72 Off. Flec.	537	32867
r	Euroka	22 Off, Rec	138	45941	Perehing	11 Off, Flec.	249	66107
	Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
	Lander	24 Off, Rec.	168	50782	Washoe	300 Off, Flec.	517	107192
	4		796		14 B. La. Pilan	007 D P DI-	078	

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 change 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

STATE OF NEVADA

LAURA E. MURRAY Notary Public - Nevada Douglas County

Signature of Trustor

County of

My Appointment Expires No. 38.1992

THOMPSON

personally appeared before me, a Notary Public

REQUESTED BY FIRST NEVADA TITLE CO.

E RECORDS OF

'91 DEC -9 P3:39

who acknowledged that l,l

Notary Public

When Recorded Mail To:

MCPHAIL

P.O.BOX 318

COLEVILLE, CA 96107

executed the above instrument.

SECONDER PAIL KO DEPUTY

266670

BOOK 1291 PAGE 1167