DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made DECEMBER 6th, 1991 between NANCY HEINZ RUSSELL, TRUSTEE OF THE NANCY HEINZ RUSSELL LIVING TRUST , TRUSTOR, 144 N. WETHERLY DRIVE, LOS ANGELES, CA whose address is 90048 (State/Zip) First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

WILLIAM H. DULL and JENNY K. DULL, TRUSTEES OF THE WILLIAM H. AND JENNY K.DULL, BENEFICIARY, TRUST DATED AUGUST 14, 1989

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

DOUGLAS , State of NEVADA described as: , County of Lot 7, as shown on the map of Skyland Subdivision Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada on February 27, 1958 in Book 1, Page 181, as Document No. 12967, Official Records.

TOGETHER WITH the right of access to the waters of Lake Tahoe and for beach and recreational purposes over Lots $3\bar{2}$ and $3\bar{3}$ as shown on the filed map referred to herein as reserved in the deed from Stockton Garden Homes, Inc., a California Corporation, to Skyland Water Co., a Nevada corporation, recorded February 5, 1960 in Book 1, Page 268, Douglas County, Nevada Records.

EXCEPTING THEREFROM any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to said land waterward of said line of natural ordinary high water, or if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00, Late Tahoe Datum, established by NRS 321.595.

Assessor's Parcel No. 05-021-16

"IN THE EVENT TRUSTOR , without the prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof or any interest 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. 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 \$ 200,000.00******** 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	BOOK	PAGE	DOC. NO.	COUNTY	<u>HOOK</u>	PAGE	DOC.NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off, Rec.	V V	682747	Lyon .	37 Off, Rec.	341	100661
Douglas	57 Off, Rec.	115	40050	Mineral	11 Of, Rec.	129	89073
Eko	92 Off, Rec.	652	35747	// Nye/	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Euroka	22 Off, Rec	138	45941	Perehing	11 Off. Rea.	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
/		- N		White Pine	295 R.E. Records	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 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 set forth. LAURA E. MURRAY

STATE OF NEVADA

Notary Public - Novada Douglas County My Appointment Expires Nov. 14, 1992) 65

County of

DECEMBER 16, 1991

personally appeared before me, a Notary Public,

NANCY HEINZ RUSSELL

When Recorded Mail To:

REQUESTED BY

FIRST NEVADA TITLE CO. coust a such fewada

91 DEC 16 P4:00

she executed the above instrument. o acknowledged that **Notary Public**

WILLIAM DULL TAMURA CORPORATION OF AMERICA

1150 DOMINGUEZ STREET CARSON. CA 90746

SUZAHAL BEAUDREAU -FAID ST DEPUTY

BOOK 1291 PAGE 2391