

THIS DEED OF TRUST, made this 16TH day of JANUARY, 1992, between

V.P. BUFKIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

whose address is P.O. BOX 8715 INCLINE VILLAGE, NV. 89450
(Number and Street) (City) (State)

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., A NEVADA CORPORATION

herein called TRUSTEE, and

EDWARD A. BARRINGTON AND LORI D. BARRINGTON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the state of Nevada county of Douglas, more particularly described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

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 the 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 \$ 10,000.00***** 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	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	116986	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	Lander	41172	3	758	Pershing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76640	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	Nye	47157	67	163				

(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 agreed 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
COUNTY OF DOUGLAS

SIGNATURE OF TRUSTOR

On January 16, 1992 personally appeared
before me, a Notary Public, V.P. BUFKIN

V.P. Bufkin
V.P. BUFKIN

who proved to me that he executed the above instrument.

C. Aceves
NOTARY PUBLIC

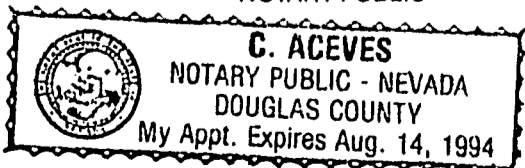


EXHIBIT "A"

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

Lot 29, in Block A, as shown on the map of BARRINGTON RANCHOS, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 1, 1991, in Book 391, Page 187, as Document No. 245840, being a subdivision of Lot 706 as shown on the map of Gardnerville Ranchos Unit No. 6, filed for record in the Office of the County Recorder of Douglas County, Nevada on May 29, 1973, in Book 573, Page 1026, as File No. 66512.

A.P.N. 29-233-09

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS NOW OF RECORD UNDER DOCUMENT NOS. 66662 AND 259725, OF OFFICIAL RECORDS.

COPY

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

'92 JAN 21 AM 1:01

SUZANNE BLAUDREAU
RECORDER 269158
\$6 PAID DEPUTY
BOOK 192 PAGE 2203