

When Recorded, Mail to:

Downtown Griz Corp

1413 N. Carson

Carson City, NV 89701

208112MK

**CORPORATE DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST is made this 14th day of February, 1992, between CANTRELL CONSTRUCTION, INC., herein called TRUSTOR, whose address is P.O. Box 1023 Minden, Nevada, and FIRST NEVADA TITLE COMPANY herein called TRUSTEE, and DOWNTOWN GRIZ CORPORATION, herein called BENEFICIARY, whose address is 1413 North Carson Street, Carson City NV 89701.

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) in lawful money of the United States, and has agreed to pay the same with interest at the rate of ten percent (10%) per annum on the principal balance in like lawful money, according to the terms of the Promissory Note of even date herewith, executed and delivered by the Trustor to the Beneficiary, which Promissory Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, Trustor in consideration of the foregoing and for the purposes of securing all the covenants and conditions of said Promissory Note, and of this Deed of Trust, has granted, bargained, sold, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Trustee, its successors and assigns, all of their undivided interest in that certain real property situate in County of Douglas, State of Nevada, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, and to its successors and assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

1. To permit the Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described lands and premises.

2. That the Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustor to Beneficiary.

4. If Trustor shall sell, convey, transfer, or dispose of or further encumber the real property described in this Deed of Trust, or any part of such property, or any interest therein, or agree so to do without the prior written consent of beneficiary, Trustee shall have the right, at the option of beneficiary, to declare the entire balance of the unpaid principal with unpaid interest due thereon immediately due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. In the event of default beneficiary may recover such necessary expenses as may be incurred in collection, including a reasonable attorney's fee.

5. That Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

6. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by Trustor to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.

7. The following covenants, Nos. 1, 2 (amount of insurance shall be \$ _____), 3, 4 (interest _____%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

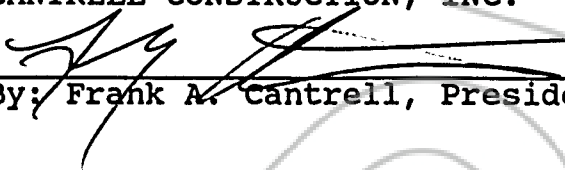
8. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

9. The Trusts created herein are irrevocable.

10. Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

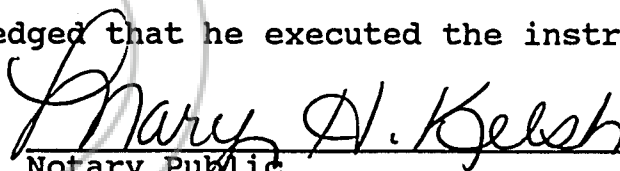
IN WITNESS WHEREOF, Trustor has hereunto caused the execution of this Deed of Trust the day and year set forth above.

SIGNATURE OF TRUSTOR
CANTRELL CONSTRUCTION, INC.


By: Frank A. Cantrell, President

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On February 14, 1992, personally appeared before me, a notary public, FRANK A. CANTRELL, as the President of CANTRELL CONSTRUCTION, INC., personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

MARY H. KELSH
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES NOV. 5, 1994

EXHIBIT A

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Lot 5, Block A, as set forth on the map of UPLAND ESTATES SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 14, 1979, as Document, No. 32395.

Assessor's Parcel No. 27-150-20

REQUESTED BY
FIRST NEVADA TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

92 FEB 14 P3:55

208112.MKX

SUZANNE DEAUEREAU
RECORDER

\$ 9.00 PAID OK DEPUTY

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