

Order No. 208135-70
Escrow No. 102746
Loan No.

WHEN RECORDED MAIL TO:

Novasel & Schwarte Investments, Inc.,
dba Western Highland Mortgage Co.
PO BOX 11355
Tahoe Paradise, CA 96155

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND
DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains an acceleration clause)

This DEED OF TRUST, made **February 18, 1992**, between

JAMES CHARLES GORTON and CAROL ANN GORTON, husband and wife
herein called TRUSTOR,

whose address is **ROUTE 1 BOX 1218, LOPEZ, WA 98261**
FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
NOVASEL & SCHWARTE INVESTMENTS, INC., DBA WESTERN HIGHLAND MORTGAGE CO.

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, described as:
SEE EXHIBIT A - LEGAL DESCRIPTION PAGE ATTACHED HERTO AND MADE A PART HEREOF

SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER WRITTEN OR ORAL

This is a second deed of trust and subject to a first recorded in book 1178 page 1233 doc. no. 27508

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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 \$ **37,000.00** 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 extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or 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 famous deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page 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, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	King	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	519	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

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 charge therefor does not exceed the maximum allowed by law.

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 CALIFORNIA)
COUNTY OF **WASHOE**)ss.
On **2/21/92** before
the **Max Cotton**
personally appeared **James Gorton**
and Carol Gorton

Signature of Trustor
JAMES CHARLES GORTON
CAROL ANN GORTON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature **Max Cotton**

SEAL

ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to, a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Beneficiary agreeing to immediate relief from stay as aforesaid. In the event Trustor falls to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

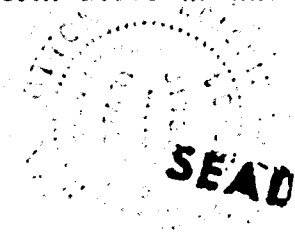
DATED: (X) 2-21, 1992

(X) [Signature]
Signature
(X) Carole Ann Gorton

STATE OF WA)
COUNTY OF Skagit) ss.

On this 21st day of Feb., 1992, before me, the undersigned Notary Public in and for said County and State, personally appeared James & Carol Gorton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument and acknowledged to me that (s)he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of WA, County of Skagit, on the date set forth above in this certificate.



Max Cotto
Notary Public, State of WA
My commission expires: 3/19/94

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 23 AND 26 TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M. WHICH IS WEST 819.00 FEET FROM THE QUARTER CORNER BETWEEN SECTION 23 AND 26, THENCE SOUTH 0°08' EAST 263.54 FEET; THENCE 89°46' WEST 81.50 FEET; THENCE NORTH 0°08' EAST 263.54 FEET; THENCE NORTH 89°46' EAST 81.50 FEET TO THE POINT BEGINNING, CONTAINING ONE-HALF ACRES, MORE OR LESS, ALL SITUATE IN THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M.

EXCEPTING THEREFROM ANY OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN NEVADA STATE HIGHWAY 207.

ASSESSOR'S PARCEL NO. 07-180-08

3008 (1/91) — (General) First American Title Company

STATE OF CALIFORNIA }
COUNTY OF WA } ss. Skagit

On 2/21/92 before me, max Cotton

personally appeared James Charles Gorton and Carol Ann Gorton personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature max Cotton

SEAL

(This area for official notarial seal)

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

'92 MAR -3 P12:30

SUZANNE BLAUBREAU
RECORDER
\$ 7.00 PAID Ka DEPUTY 272388
BOOK 392 PAGE 198