When Recorded, Mail to: A. L. Gasper 1413 North Carson Street Carson City NV 89701

ALL INCLUSIVE DEED OF TRUST WITH ASSIGNMENT OF RENTS

208493MK

BY THIS DEED OF TRUST, made this 21st day of April 1992, between PAUL W. DEANE and DINAH L. DEANE, as joint tenants with the right of survivorship, herein called TRUSTOR, whose address is 3490 Southampton, Reno, Nevda 89509, and FIRST NEVADA TITLE COMPANY, herein called TRUSTEE, and A. L. GASPER and SLT INC., a Nevada corporation, herein called Beneficiary, whose address is 1413 North Carson Street, Carson City, Nevada 89701, Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 20-692-11 and specifically described as:

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

Trustor ALSO ASSIGNS to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred, RESERVING, HOWEVER, the right to collect and use the same as long as there is no existing default hereunder, AND DOES HEREBY AUTHORIZE Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by the Promissory Note of even date herewith in the principal sum of TEN THOUSAND SIX HUNDRED SEVENTY AND 27/100 DOLLARS (\$10,670.27) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby; (3) Performance of each agreement of Trustor incorporated by reference or contained herein; (4) The following covenants, Nos. 1, 2 (amount of insurance shall be \$ \frac{1}{2} \fra

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 agrees to perform and be bound by each and all of the following:

- 1. To permit 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 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. 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.
- 5. 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 them on account of the unpaid balance of such indebtedness.
- 6. 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.
 - 7. The Trusts created herein are irrevocable.
- 8. 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.

This is an All Inclusive Deed of Trust and is subject and subordinate to the following Deed of Trust now of record securing that certain Note, the unpaid principal balance of which is included in the Note and which the Beneficiary herein has agreed to pay as per the terms thereof providing Trustor is not in default in the payment of the secured by this Deed of Trust:

Deed of Trust dated April 1, 1991, and recorded in the office of the Recorder of Douglas County, Nevada, on April 25,1991 at Book 491, Page 3786, as Document Number 249322, executed by Downtown Griz Corp., as Trustor in which Interstate Homes, Inc., is named as Beneficiary and First Nevada Title Company is named as Trustee.

Should the Beneficiary default in payment of any installments due under any said prior Deed of Trust, the Trustor herein may make said payments, including late charges, penalties and/or advances, direct to the Beneficiary of said prior Deed of Trust and any and all payments so made shall be credited against the installments due on the Note secured by this Deed of Trust.

If the property herein described should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, or if any part thereof should be so transferred, Beneficiary reserves the right, at Beneficiary's option, to declare the entire indebtedness secured hereby due and payable.

Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the secured hereby, for the purposes of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this all-inclusive deed of trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligations, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which Beneficiary, his successors, or assigns, may by law be

permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

SIGNATURE OF TRUSTOR

	PAUL W. DEANE
	DINAH L. DEANE
	Trustor's Address: 3490 Southampton Reno, NV 89509
	MARY H. KELSH
(General)	1 See See State State of Houseta
State of Nevada County of Douglas	MY APPOINTMENT EXPIRES NOV. 5, 1994

on (10412, 30,1992	before me, the undersigned, a Notary Public in and
for said State, personally appeared	1 SIT WILL a Marrie COCO.
who proved to me on the basis of satisfactory evidence to be the	
subscribed to the within instrument and acknowledged that	Thet 1 executed the same.
WITNESS my hand and official seal.	
NOTARY PUBLIC for said County and State	
FNT 9-88/006))
	BENEFICIARY ·
	10
	A. L. GASPER
	SLT/INC., NEVADA COBRORATION
042192; med; gasper.2	THOMAS D. BROWN, PRESIDENT

permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

SIGNATURE OF TRUSTOR

AUL W. DEANE

DINAH L. DEANE

Trustor's Address: 3490 Southampton Reno, NV 89509

STATE OF NEVADA

COUNTY OF

SS

on <u>April 30</u>, 1992, before me, a notary public, personally appeared PAUL W. DEANE and DINAH L. DEANE personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

MARY HE KELSH

Hetary Public - Ctato of Hovada

Appendict Recorded in Douglas County

HY APPOINTMENT EXPIRES NOV. 5, 1994

Notary Public

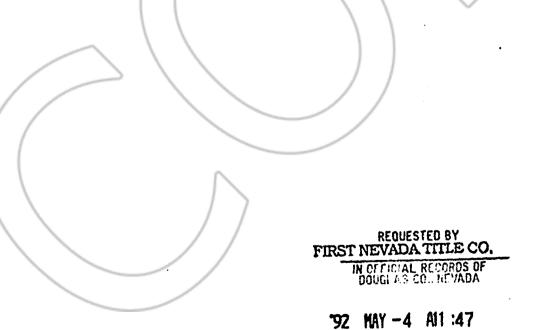
042192; med; gasper.2

DESCRIPTION SHEET

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

Lot 11, in Block B, as shown on the Official Plat of DOWNTOWN GRIZ SUBDIVISION, filed for record in the Office of the Douglas County Recorder, on October 7, 1991, as Document No. 262042, Official Records.

Assessor's Parcel No. 29-692-11



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SUZANH ELAUDREAU REGORDER \$ 260 PAID BA DEPUTY

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BOOK 592 PAGE 319