

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 100295VM

THIS DEED OF TRUST, made this 29th day of June, 1992, between

FRANK H. KUHN, an unmarried man, herein called TRUSTOR,

whose address is P.O. Box 1244 Minden, NV 89423 (state) and (number and street) (city) (zip)

PACIFIC TITLE, INC., a Nevada corporation, herein call TRUSTEE, and

BANK OF COMMERCE CUSTODIAL FBO ROSEMARY FRESKOS IRA, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as:

Unit 5, in Block A, as set forth on the map of Westwood Park Unit No. 1, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 1, 1986, as Document No. 13244.

Assessment Parcel No. 17-280-05

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE CLAUSE

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 the sum of \$ 131,500.00 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective document details.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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 a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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

SS

COUNTY OF DOUGLAS

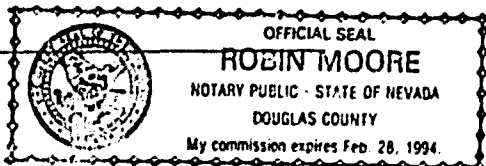
ON June 12, 1992

personally appeared before me, a Notary Public, FRANK H. KUHN

Signature of Frank H. Kuhn, FRANK H. KUHN

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Signature of Robin Moore, Notary Public



WHEN RECORDED MAIL TO:

Bank of Commerce

8920 Miramar Rd. Suite C

San Diego, CA 92126

Attention: Romana Smidt

SHEERIN WALSH & KEELE ATTORNEYS AT LAW P.O. BOX 606 CARSON CITY, NEVADA 89402 P.O. BOX 1327 GARDNERVILLE, NEVADA 89410

FOR RECORDER'S USE

280909

BOOK 692 PAGE 2360

EXHIBIT "A"

DUE ON SALE CLAUSE

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.

COPY

REQUESTED BY
PACIFIC TITLE, INC.
IN OFFICIAL RECORDS OF
COUNTY OF NEVADA

'92 JUN 15 A10:42

SUZANNE BENDISLAU
REGISTERED
5600 PAID *K2* **280909** DEPUTY
BOOK **692** PAGE **2361**