

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
 AND WHEN RECORDED MAIL TO

NAME Juell and Lucille Solaegui
 ADDRESS 6 W. Banbury
 Stockton, California 95207

Title Order No. 910532 -MB Escrow No. 910532 -LMS SPACE ABOVE THIS LINE FOR RECORDER'S USE

M52624TOC **DEED OF TRUST AND ASSIGNMENT OF RENTS**
 This DEED OF TRUST, made this 21ST day of August, 1992, between
 Helen Damos

herein called TRUSTOR, whose address is P.O. Box 7761, Stockton, California 95267 and
CHICAGO TITLE COMPANY, a California Corp. herein called TRUSTEE, and
JUELL SOLAEGUI AND LUCILLE SOLAEGUI, husband and wife, as joint tenants

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale that property in the **Nevada**,
 County of ~~Nevada~~ **Douglas** State of ~~California~~, described as:
LEGAL DESCRIPTION EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE

Trustor also assigns to BENEFICIARY all rents, issues and profits from said real property RESERVING, HOWEVER, the right to collect and use the same so 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 sum of **TWELVE THOUSAND AND 00/100**
 (\$ 12,000.00) Dollars 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; (2) the performance of each agreement of TRUSTOR incorporated of TRUSTOR incorporated by reference or contained herein; and (3) payment of any additional sums and advances hereafter made by BENEFICIARY or his assignee to TRUSTOR or his successor in ownership of the real property encumbered hereby.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST TRUSTOR AGREES that all of the provisions of Section A, Paragraphs 1 through 5, and IT IS MUTUALLY AGREED that all of the provisions of Section B, Paragraphs 1 through 9, both of that certain Fictitious Deed of Trust recorded 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 opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Siskiyou	506	762
Alpine	3	130-131	Lake	437	110	Plumas	166	1307	Solano	1287	621
Amador	133	438	Lassen	192	367	Riverside	3778	347	Sonoma	2067	427
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Stanislaus	1970	56
Calaveras	185	338	Madera	911	136	San Benito	300	405	Sutter	655	585
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Tehama	457	183
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Trinity	108	595
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Tulare	2530	108
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tuolumne	177	160
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Ventura	2607	237
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Yolo	769	16
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yuba	398	693
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	San Diego		
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	Sierra	38	187			

(which provisions, identical in all counties, are Printed on the attachment made a part hereof) are hereby incorporated herein, and the parties hereto agree to be bound thereby as though fully set forth herein. All references to property, obligations and parties in the provisions of said Fictitious Deed of Trust are the property, obligations and parties set forth in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at the address set forth above.

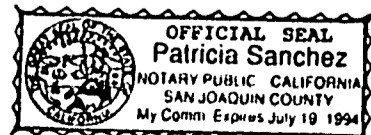
STATE OF CALIFORNIA)
 COUNTY OF San Joaquin)

On August 31, 1992 before me,
 a Notary Public in and for said County and State, personally appeared
 Helen Damos

Helen M. Damos
 Helen Damos

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.

Patricia Sanchez
 NOTARY'S SIGNATURE



287663

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives and confers upon Beneficiary the right, power and authority, during the continuance of these Trust, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made

LEGAL DESCRIPTION EXHIBIT

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

Lot 174, as shown on the map of GARNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456.

A.P.N. 29-332-12

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

92 SEP -4 P3:36

SUZANNE BEAUDREAU
RECORDER

\$7.00 PAID *OK* DEPUTY

287663

BOOK 992 PAGE 864