

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of September, 1992, between KENNETH DWAYNE BEDNAR and JANA BEDNAR, husband and wife as joint tenants, herein called TRUSTOR,

whose address is: P.O. BOX 4190, STATELINE, NV 89449

and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

JOHN W. BEJARANO, Successor Trustee of the Zephyr A. Bejarano 1985 Revocable Trust U/D/T November 20, 1985, herein called BENEFICIARY,

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

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

ASSESSMENT PARCEL NO. 03-200-07

Together with the rents, issues and profits thereof, subject, however, to 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 \$ 175,750.00 the 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 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:

COUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	73	248	86043
Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	352	078762
Douglas	1286	2432	147018	Nye	558	075	173588
Elko	545	316	223111	Pershing	187	179	151646
Esmeralda	110	244	109321	Storey	055	555	58904
Eureka	153	187	106692	Washoe	2464	0571	1126264
Humboldt	223	781	266200	White Pine	104	531	241215
Lander	279	034	137077				

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 therefore 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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Kenneth Dwayne Bednar  
KENNETH DWAYNE BEDNAR

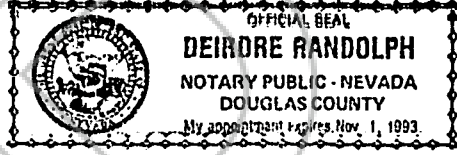
Jana Bednar  
JANA BEDNAR

STATE OF NEVADA                    )  
  ):SS  
COUNTY OF DOUGLAS                )

On September 8, 1992, personally appeared before me, a Notary Public, KENNETH DWAYNE BEDNAR and JANA BEDNAR

personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

Deirdre Randolph  
Notary Public



WHEN RECORDED, MAIL TO:  
JOHN R. BEJARNO, SUCCESSOR TRUSTEE  
460 CORNELL  
SAN MATEO, CA 94402

LEGAL DESCRIPTION

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

Commencing at a point on the Northerly line of Subdivision 5 of Lot 3, Section 34, Township 14 North, Range 18 East, M.D.B.&M., of the A. Cohn Tract, a plat of which is duly recorded in the office of the County Recorder of Douglas County, Nevada, which point is marked by a three inch iron pipe monument, from which the center line station 299 - 35.85 P.O.T. of U.S. 50 bears South 89°53' East, 41.98 feet; thence South 17°32' East, 128.10 feet along the Westerly right-of-way line of Nevada State Highway U.S. Route 50 thence North 89°07' West, 140.42 feet to the True Point of Beginning; thence North 89°07' West, 133.50 feet; thence North 30.25 feet to the center line of a 15 foot road; thence along the center line of road on curve to the left 36.96 feet, the chord of which bears North 64°10'45" West, 35.54 feet; thence along the center line of road on curve to right 62.41 feet, the chord of which bears South 76°59' West, 57.49 feet; thence South 63°05' East, 17.14 feet along the center line of road; thence South 92.98 feet to the Point of Beginning.

A.P.N. 03-200-07

TOGETHER with the right of ingress and egress over that certain roadway that runs from U.S. Highway 50 to the above described property, as reserved in the deed to Paul W. Diggle, recorded June 13, 1955 in Book B-1 of Deeds of Page 362, Douglas County, Nevada, Records.

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'92 SEP 16 A9:53

SUZANNE BEAUDREAU  
RECORDER  
\$ 7.00 PAID K2 DEPUTY  
288253  
BOOK 992 PAGE 2355