

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC. FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE.

RECORDING REQUESTED BY:
Barrett E. Betschart
WHEN RECORDED RETURN TO:
Henry R. Butler
P. O. BOX 5367
Stateline, Nevada 89449

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Loan Number bbkr1439

Escrow Number *AS342JR*
B53103JC

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS
FOR ADDITIONAL SECURITY FOR A CONSTRUCTION LOAN**

THIS DEED OF TRUST, made October 6, 1992, between K AND R DEVELOPMENT , a partnership, whose address is Box 2311 Minden, Nevada 89423, herein called TRUSTOR, HENRY R. BUTLER, ESQ, herein called TRUSTEE, and Barrett E. Betschart, herein called BENEFICIARY,

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

Parcel D as set forth on the parcel Map No. 2 for Raymond M. and Scott M. Smith filed for record in the office of the County Recorder of Douglas Co. Nevada on December 12, 1991 in Book 1291 Page 1871 as File np 266951
A.P.N. 29-452-24

This deed of trust is given as additional security for a construction loan and shall be released on the payment to Barrett E. Betschart of a \$15,000.00 (fifteen thousand dollar) principle reduction on that construction loan. All interest must be current.

The security cannot be released after any notice of default has been recorded. If the security is sold at a foreclosure sale, the primary security shall be sold first. If the lender is the only bidder or if the primary security sells for less than the amount owed to lender the lender may then sell the additional security. Both the primary security and the additional security may be sold at the same time and pursuant to the same default.

Together with the rents, issues and profits thereof, and the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$125,000.00 (one hundred twenty-five thousand dollars) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded January 30 , 1968 in the book and at the page of Official Records in the office of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	DOC.NO.
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	6521	35747

293054

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Lyon	37 Off. Rec	341	100661
Ormsby	72 Off. Rec.	537	32867
Washoe	300 Off. Rec	517	107192

(which provisions are identical in all counties) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and performed said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to 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 his address hereinbefore set forth.

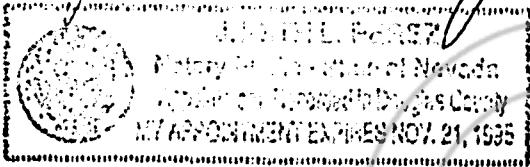
Ken Kirby Dated: _____
 K AND R DEVELOPMENT

By: KEN KIRBY AND CHUCK ROGERS

STATE OF NEVADA
 COUNTY OF DOUGLAS ss.

On November 12, 1992 personally appeared before me, a Notary Public, in and for said County and State, KEN Kirby and Chuck Rogers known to me to be the person who executed this instrument on behalf of the Partnership and acknowledged to me that the partnership executed it.

Maitha Kelly
 NOTARY PUBLIC



REQUESTED BY
WESTERN TITLE COMPANY, INC.
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

'92 NOV 13 A11:50

SUZANNE BEAUDREAU
 RECORDER

293054

\$6⁰⁰ PAID *K2* DEPUTY

BOOK **1192** PAGE **2227**