ESCROW, NO.: 930040VM ORDER NO.: 93050438

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

, 19 93 22 day of March THIS DEED OF TRUST, made this

between, KIRK JOHNSON AND GINA JOHNSON, husband and wife

herein called TRUSTOR

whose address is P.O. Box 2435 Gardnerville, NV 89410

and MARQUIS ESCROW INC., a Nevada Close Corporation, herein called TRUSTEE, and

GARY ALLEN AND DIANA ALLEN, husband and wife, as Joint Tenants with right of survivorship , herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 29-101-05, more specifically described as follows:

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

This Deed of Trust together with the Deed of Trust in the amount of \$26,000.00 covering that real property in Douglas County commonly known as 687 Shetland Circle A.P.N. 29-503-24 is secured with one promissory note in the total amount of \$52,000.00.

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 sum of \$ 26,000.00 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 evidence 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:

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COUNTY	воок	PAGE	DOC NO.	COUNTY	воок	PAGE	DOC NO.
Carson City	Off. Rec.	- Andrewson - Control of the Control	000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	and the same of th	224333	Lyon	Off. Rec.		0104086
Clark	861226 Off.Rec.	-	00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nyc	558 Off. Rec	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoc	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077	\ \	100		

shall insure 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 the a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address Mereinbesore set forth.

KIRK JOHNSON

STATE OF NEVADA

COUNTY OF

MAKUN

personally appeared before me, a Notary Public

Johnson And GINA Johnson They executed the above who acknowledged that

instrument.

Notary Public

**ROBIN MOORE** KOTARY PUBLIC - STATE OF NEVADA DOUGLAS COUNTY

My commission expires Feb. 28, 1994

CROWELL, SUSICH, OWEN & TACKES, LTD. 510 W. FOURTH STREET POST OFFICE BOX 1000 CARSON CITY, NEVADA 89702

WHEN RECORDED MAIL TO

Mr. & Mrs. Gary Allen 951 Rubio Gardnerville, NV 89410

302577

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## LEGAL DESCRIPTION

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

Being a portion of the Southeast 1/4 of of the Southeast 1/4 of Section 24, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

COMMENCING at the centerline intersection of Palomino Lane and Mustang Lane, as shown on the map of Ruhenstroth Ranchos, filed in the office of the County Recorder of Douglas County, Nevada; thence West along the center line of Palomino Lane 330.31 feet; thence South along the Easterly line of Lots 32 and 33 as shown on said map and the extension thereof a distance of 665.92 feet to the true point of beginning for the herein described parcel; thence from the true point of beginning South 74°30' East a distance of 243.44 feet to a point in the Westerly line of a roadway; thence along the Westerly line of said roadway along a curve to the left having a radius of 300.0 feet, through a central angle of 27°25' for an arc length of 143.55 feet; thence leaving the Westerly line of said roadway South 78°05' West a distance of 235.21 feet; thence North a distance of 255.74 feet to the true point of beginning.

Also known as Lot 5, as shown on Unofficial Map of Thompson Acres Subdivision.

Assessment Parcel No. 29-101-05

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 WRITTEN 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.

STEWART TITLE OF DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., HEVADA

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SO RECORDER

DEPUTY

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