ESCROW NO.: 930045vm ORDER NO.: 93050440

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this

25 day of

19 93 March

between, EDITH KIRK, an unmarried woman AND MONA R. KIRK, an unmarried woman

herein called TRUSTOR

whose address is P.O. Box 52 Gardnerville, NV 89410

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

MAX W. SCHLUTSMEYER AND FRANCES M. SCHLUTSMEYER, Trustees under a revocable trust agreement, and the amendment thereto, executed by MAX SCHLUTSMEYER AND FRANCES M. SCHLUTSMEYER, Trustors, on December 12, 1980

, 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. 17-290-43, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION AND DUE ON SALE CLAUSE, PREPAYMENT PENALTY AND LATE CHARGE PROVISIONS

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 \$ 30,000.00 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:

COUNTY	воок	PAGE	DOC NO.	COUNTY	ВООК	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	A STATE OF THE PARTY OF THE PAR	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
Eurcka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077	1 1	~//		

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 hereinbefore set forth.

WHEN RECORDED MAIL TO

Max W. Schlutsmeyer P.O. Box 2829 Minden, NV 89423

STATE OF NEVADA

COUNTY OF

MARCH

personally appeared before me, a Notary Public

MORA KIRK And

who acknowledged that they executed the above instrument

n

Notary Public

> OFFICIAL SEA ROBIN MOORE

NOTARY PUBLIC - STATE OF NEVADA DOUGLAS COUNTY

nission expires Feb. 28, 1974 CROWELL, SUSICH, OWEN & TACKES, LTD.

510 W. FOURTH STREET POST OFFICE BOX 1000

CARSON CITY, NEVADA 89702

303516

EXHIBIT "A"

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

Unit 17, as set forth on the Final Map of WESTWOOD PARK NO. III, a Planned Unit Development, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on November 29, 1989, in Book 1189, in Page 3658, as Document No. 215633.

TOGETHER WITH an undivided 1/18th interest in and to the common area lying within the interior lines as set forth on Final Map of WESTWOOD PARK NO. III, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 29, 1989, in Book 1189, in Page 3658, as Document No. 215633.

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 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.

This promissory note further provides for a prepayment penalty of 3% of the original note amount if paid in full within the first year and 2% of the original amount if paid in full within the second year and 1% of the original note amount if paid in full prior to the date as set forth herein above in the last year.

The late charge as provided in the preprinted provisions of this Deed of Trust shall be changed to five (5%) of the installment due after 7 days.

REQUESTED BY

STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL REGUEDS OF
DOUGLAS COUNTY NEVADA.

93 MAR 31 P4:26

SUZANNE SCAUDREAU

SO RECORDER

SO RECORDER

DEPUTY

BOOK 393 PAGE6445