

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 2112

THIS DEED OF TRUST, made this 27th day of April, 1993, between BARBARA P. JUBERT, a married woman, as her sole and separate property, and GORDON A. LANE and HELEN D. LANE, husband and wife, herein called TRUSTOR, whose address is P. O. Box 1970, Zephyr Cove, Nevada 89448 and

PACIFIC TITLE, INC., a Nevada corporation, herein call TRUSTEE, and NOVASEL & SCHWARTE INVESTMENTS, INC. dba WESTERN HIGHLAND MORTGAGE COMPANY, herein called BENEFICIARY,

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

See Exhibit "A" attached hereto and made a part hereof. AP#05-191-03

See Exhibit "B" Addendum to Deed of Trust attached hereto and made a part hereof.

DUE ON SALE CLAUSE:

SHOULD THE REAL PROPERTY DESCRIBED HEREIN, OR ANY PART OF IT, OR ANY INTEREST IN IT BE SOLD, OR IF IT IS AGREED THAT IT WILL BE SOLD, CONVEYED, OR ALIENATED BY THE TRUSTOR, ALL OBLIGATIONS SECURED BY THIS DEED OF TRUST, WITHOUT REGARD OF THE MATURITY DATES EXPRESSED HEREIN, AT THE OPTION OF THE HOLDER SHALL IMMEDIATELY BECOME DUE AND PAYABLE, SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN.

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 the sum of \$ 84,500.00 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 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 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their corresponding document details.

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 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.

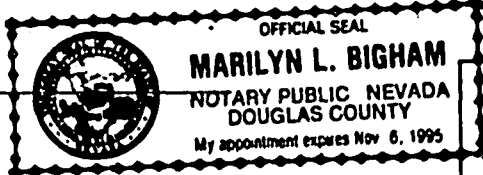
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA
COUNTY OF DOUGLAS
ON April 27, 1993

personally appeared before me, a Notary Public, personally known to me to be BARBARA P. JUBERT, GORDON A. LANE & HELEN D. LANE personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Handwritten signatures and printed names of BARBARA P. JUBERT, GORDON A. LANE, and HELEN D. LANE.

Notary Public signature and name area.



FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

Western Highland Mortgage Company
P. O. Box 11355
South Lake Tahoe, California 96155

306175

BK 0593PG0226

EXHIBIT "A"

**ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS,
STATE OF NEVADA AND DESCRIBED AS FOLLOWS:**

**Lot 26, Block 5, of Plat of Second Addition to Zephyr Heights
Subdivision, being a portion of Section 10, Township 13 North,
Range 18 East, M.D.B. & M., as filed in the office of the County
Recorder of Douglas County, Nevada on July 6, 1948, as Document
No. 6530.**

COPY

ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to, a petition for relief pursuant to Chapters 7, 11 or 13. Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Beneficiary agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from the stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

DATED: April 27, 19 93

Barbara P. Jubert
BARBARA P. JUBERT

Gordon A. Lane
Signature GORDON A. LANE

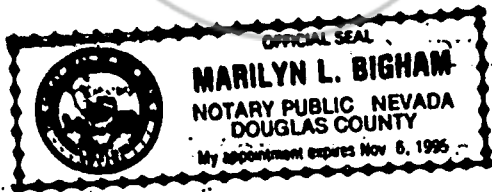
Helen D. Lane
HELEN D. LANE

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

**Helen D. Lane

On this 27th day of April, 1993, before me, the undersigned Notary Public in and for said County and State, personally appeared Barbara P. Jubert, Gordon A. Lane &**, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument and acknowledges to me that (s)he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of NEVADA, County of DOUGLAS, on the date set forth above in this certificate.



Marilyn L. Bigham
Notary Public, State of
My commission expires: 11/6/1995

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

93 MAY -3 P4:03

SUZANNE BEAUDREAU
RECORDER

PAID to DEPUTY

306175

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