

1 Recording requested by  
and mail to:  
2 MIKE PAVLAKIS, ESQ.  
Allison, MacKenzie, Hartman,  
3 Sounbeniotis & Russell, Ltd.  
P.O. Box 646  
4 Carson City, NV 89702  
APN: 15-060-29

GRANTOR'S ADDRESS:  
BUS, INC.  
1923 North Carson Street,  
Suite 105  
Carson City, NV 89701

6 DEED OF TRUST

7  
8 THIS DEED OF TRUST, made this 13th day of June,  
9 1993, by and between DOUG LIPPINCOTT, of 5035 Ponderosa Drive,  
10 Carson City, Nevada 89701, trustor, to Northern Nevada Title  
11 Company, 512 North Division Street, Carson City, Nevada 89703,  
12 trustee, for BUS, INC., a Nevada corporation, 1923 North Carson  
13 Street, Suite 105, Carson City, Nevada 89701, beneficiary.

14 W I T N E S S E T H:

15 That the trustor does hereby grant, bargain, sell and  
16 convey unto the trustee in trust with power of sale all that  
17 certain property situate in Douglas County, Nevada, more  
18 particularly described in Exhibit "A," attached hereto and  
19 incorporated herein by reference.

20 AND ALSO, all the estate, interest and any other claim,  
21 in law and in equity, which the trustor now has or may hereafter  
22 acquire in and to said property.

23 TOGETHER WITH the tenements, hereditaments and  
24 appurtenances thereunto belonging or appertaining, and the  
25 reversion, reversions, remainders, rents, issues and profits  
26 thereof.

27 TO HAVE AND TO HOLD the same unto the trustee, its  
28 successors and assigns, for the purpose of securing:

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1           **FIRST:**     Payment of an indebtedness in the sum of  
2     \$100,000.00, evidenced by a promissory note of even date herewith,  
3     with interest thereon, according to the terms of said note, which  
4     note is by reference made a part hereof, executed by the trustor,  
5     delivered by beneficiary, and payable to the order of beneficiary,  
6     and any and all modifications, extensions and renewals thereof.

7           **SECOND:**   Payment of such additional sums with interest  
8     thereon as may be hereafter loaned by beneficiary to trustor as  
9     additional advances under this deed of trust by the promissory  
10    note or notes of trustor, and payment of any monies advanced or  
11    paid out by beneficiary or by the trustee to or for trustor  
12    pursuant to the provisions of this deed of trust, and payment of  
13    all other indebtedness of the trustor to the beneficiary or to the  
14    trustee which may exist or be contracted for during the life of  
15    this instrument, with interest, and also as security for the  
16    payment and performance of every obligation, covenant, promise or  
17    agreement contained herein or contained in any promissory note or  
18    notes secured hereby.

19          **THIRD:**    The expenses and costs incurred or paid by  
20    beneficiary or trustee in preservation or enforcement of the  
21    rights and remedies of beneficiary and the duties and liabilities  
22    of trustor hereunder, including, but not limited to, attorney's  
23    fees, court costs, witnesses' fees, expert witnesses' fees,  
24    collection costs, and costs and expenses paid by beneficiary or  
25    trustee in performing for trustor's account any obligations of  
26    trustor or to collect the rents or prevent waste.

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**AND THIS INDENTURE FURTHER WITNESSETH:**

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2           1.    Trustor promises and agrees to pay when due all  
3 claims for labor performed and materials furnished for any  
4 construction, alteration or repair upon the above-described  
5 premises and shall not permit said claims to become a lien upon  
6 the premises; to comply with all laws affecting said property or  
7 relating to any alterations or improvements that may be made  
8 thereon and not to commit or permit any acts upon said property  
9 in violation of any law, covenant, condition or restriction  
10 affecting said property.

11           2.    Trustor covenants to keep all buildings that may  
12 now or at any time be on said property during the continuance of  
13 this trust in good repair and insured against loss by fire, with  
14 extended coverage endorsement, for full insurable value in a  
15 company or companies authorized to issue such insurance in the  
16 state of Nevada, and as may be approved by beneficiary naming  
17 beneficiary and trustor as insureds, as their interest may appear,  
18 and to deliver the policy to beneficiary or to collection agent  
19 of beneficiary and in default thereof, beneficiary may procure  
20 such insurance and/or make such repairs and expend for either of  
21 such purposes, such sum or sums as beneficiary may deem proper,  
22 any such advance for repairs or insurance to be deemed secured  
23 hereby.

24           3.    Trustor promises and agrees that if default be made  
25 in the payment when due of any installment of principal or  
26 interest, or obligation, in accordance with the terms of any note  
27 secured hereby, or in the performance of any of the covenants,  
28 promises or agreements contained herein; or if the trustor becomes

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1 insolvent or makes a general assignment for the benefit of  
2 creditors; OR IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY  
3 PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD  
4 BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE  
5 TRUSTOR TO ANY PERSON OR ENTITY OTHER THAN A LEGAL HEIR, DEVISEE,  
6 NEXT-OF-KIN OR CLOSE FAMILY RELATIVE OF THE TRUSTOR (whether by  
7 blood or through marriage); OR TO A TRUST CREATED BY OR FOR THE  
8 TRUSTOR; then upon the happening of any of such events, the  
9 beneficiary at their option may declare all promissory notes, sums  
10 and obligations secured hereby immediately due and payable without  
11 demand or notice, irrespective of the maturity dates expressed  
12 therein, and beneficiary or trustee may record a notice of such  
13 breach or default and elect to cause said property to be sold to  
14 satisfy the indebtedness and obligations secured thereby.

15 4. The rights and remedies hereby granted shall not  
16 exclude any other rights or remedies granted by law, and all  
17 rights and remedies granted hereunder or permitted by law shall  
18 be concurrent and cumulative.

19 5. The benefits of the covenant, terms, conditions and  
20 agreements herein contained shall accrue to, and obligations  
21 thereof shall bind the heirs, representatives, successors and  
22 assigns of the parties hereto and the beneficiary hereof.  
23 Whenever used, the singular number shall include the plural, the  
24 plural the singular and the use of any gender shall include all  
25 other genders, and the term "beneficiary" shall include any payee  
26 of the indebtedness hereby secured or any transferee thereof  
27 whether by operation of law or otherwise.

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