

RECORDING REQUESTED BY:

Max Hoseit

WHEN RECORDED RETURN TO:

Henry R. Butler

P. O. BOX 5367

Stateline, Nevada 89449

Escrow Number B55353JC

Loan Number HOJK228W

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

THIS DEED OF TRUST, made July 9, 1993, between JEFFREY K KIRBY and WENDY L. KIRBY, Husband and Wife as Joint Tenants, whose address is P.O. BOX 1165 CAMINO, CALIFORNIA 95709 916-644-4034, herein called TRUSTOR, HENRY R. BUTLER, ESQ, herein called TRUSTEE, and Max Hoseit, 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:

Lot 228 in Block E as set forth on Final Map of Wildhorse Unit 5, a planned Unit Development filed for record in the office of the County Recorder of Douglas County Nevada on January 27, 1993 in book 193 Page 3866 as Document No. 298258 official Records

A.P.N. 21-290-66

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 indebtedness evidenced by the promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$168,000.00 (one hundred sixty-eight 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; and (4) 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 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	BOOK	PAGE	DOC.NO.
Douglas	1286 Off. Rec.	2432	147018
Elko	545 Off. Rec.	316	223111

Lyon
Washoe 2464 Off. Rec 0571
Carson
Churchill
Lander 279 Off. Rec. 034

0104086
1126264
000-52876
224333
137077

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) 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 thereof does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$45.00 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.


Jeffrey K Kirby
JEFFREY K KIRBY

Dated: 7-12-93

Wendy L Kirby per atty in fact
WENDY L. KIRBY

Dated: 7-12-93

STATE OF NEVADA
COUNTY OF DOUGLAS ss.

 JUDY A. COCLICH
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES OCT. 3, 1995

On JULY 12, 1993 personally appeared before me, a Notary Public, in and for said County and State, ~~JEFFREY K KIRBY~~ known to me to be the persons who executed this instrument and acknowledged to me that they executed it.


WITNESS my hand and official seal.

Judy A Coclitch
Signature Notary Public

STATE OF NEVADA

County of Douglas } ss.

On this 12th day of JULY in the year one thousand nine hundred and NINETY-THREE personally appeared before me, JUDY A COCLICH, a Notary Public in and for said DOUGLAS County

 JUDY A. COCLICH
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES OCT. 3, 1995

JEFFREY L. KIRBY
known to me to be the person..... whose name HE subscribed to the within instrument, as the attorney..... in fact of WENDY L. KIRBY

and he, the said Power of ATTY acknowledged to me that he signed the name..... of the said Wendy L KIRBY thereto as principal..... and h..... own

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in Minden NV the day and year last above written.

Judy A Coclitch name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

COPY

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

'93 JUL 15 P12:35

312493
BK 0793PG2657

SUZANNE BEAUDREAU
RECORDER
\$ 7.00 PAID ka DEPUTY