

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 2415

THIS DEED OF TRUST, made this 17th day of November, 1993, between

D. BRUCE BANNING, a single man, herein called TRUSTOR,

whose address is P. O. Box 1841, Zephyr Cove, NV 89448 (number and street) (city) (state) (zip) and

PACIFIC TITLE, INC., a Nevada corporation, herein call TRUSTEE, and F. MARGARET WOODARD AND ANNA WOODARD, CO-TRUSTEES OF THE "F. MARGARET WOODARD TRUST DATED NOVEMBER 11, 1991"

, 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:

Lot 42, as shown on the amended plat of ZEPHYR KNOLLS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on July 5, 1957, as Document No.12415.

APN 05-132-25

IN THE EVENT OF A SALE, TRANSFER OR CONVEYANCE OF THE PROPERTY DESCRIBED HEREIN THE TRUSTOR SHALL HAVE THE OPTION TO:

- A. Pay off the remaining interest and principal of the Note secured hereby, or
B. A new transferee may assume the balance of principal and interest provided the Beneficiary of the Note approves the financial statements of the new transferee and provided the Trustor reduces the principal amount of the Note equal to 50% of the profit realized by the Trustor. Profit shall be determined as the total new sales price of the secured property minus the sum of \$175,000.00.

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 the sum of \$ 150,000.00 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 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 record information.

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

SS

COUNTY OF Douglas

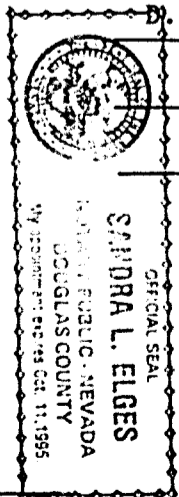
ON November 24, 1993 and proved to be personally appeared before me, a Notary Public,

D. Bruce Banning

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.

Signature of D. Bruce Banning

D. Bruce Banning



Signature of Notary Public Sandra L. Elges

Notary Public

WHEN RECORDED MAIL TO:

F. Margaret Woodard

P. O. Box 1607

Zephyr Cove, NV 89448

324006

BK 1293PG0303

FOR RECORDER'S USE REQUESTED BY PACIFIC TITLE, INC. IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA

'93 DEC -2 A11:10

JEANNE BEAUDREAU RECORDER S. KJ DEPUTY