

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 9TH day of February 1994, between

ANDREW S. RICE AND ELLEN J. RICE, husband and wife, as community property, herein called TRUSTOR, /with right of survivorship whose address is: BOX 2076, MINDEN, NV 89423

and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

FRANK LYTTLE AND KAREN L. LYTTLE, husband and wife as joint tenants, herein called BENEFICIARY,

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

AS PER ATTACHED EXHIBIT "A" WHICH BY REFERENCE HERETO BECOMES A PART HEREOF

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO A FIRST DEED OF TRUST IN FAVOR OF DIRECTORS MORTGAGE TO RECORD CONCURRENTLY HEREWITH IN THE AMOUNT OF \$212,000.00.

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to 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 \$ 26,500.00 the 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 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.	COUNTY	BOOK	PAGE	DOC.NO.
Carson City			000-52876	Lincoln	73	248	86043
Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	352	078762
Douglas	1286	2432	147018	Nye	558	075	173588
Elko	545	316	223111	Pershing	187	179	151646
Esmeralda	110	244	109321	Storey	055	555	58904
Eureka	153	187	106692	Washoe	2464	0571	1126264
Humboldt	223	781	266200	White Pine	104	531	241215
Lander	279	034	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 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 therefore 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.

  
ANDREW S. RICE

  
ELLEN J. RICE

STATE OF NEVADA )  
 )  
 ) :SS  
COUNTY OF DOUGLAS )

On MARCH 1ST, 1994, personally appeared before me, a Notary Public, ANDREW S. RICE AND ELLEN J. RICE

personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

  
Notary Public



WHEN RECORDED, MAIL TO:  
FRANK LYTTLE AND KAREN L. LYTTLE  
P.O. BOX 2834  
MINDEN, NV 89423

331342

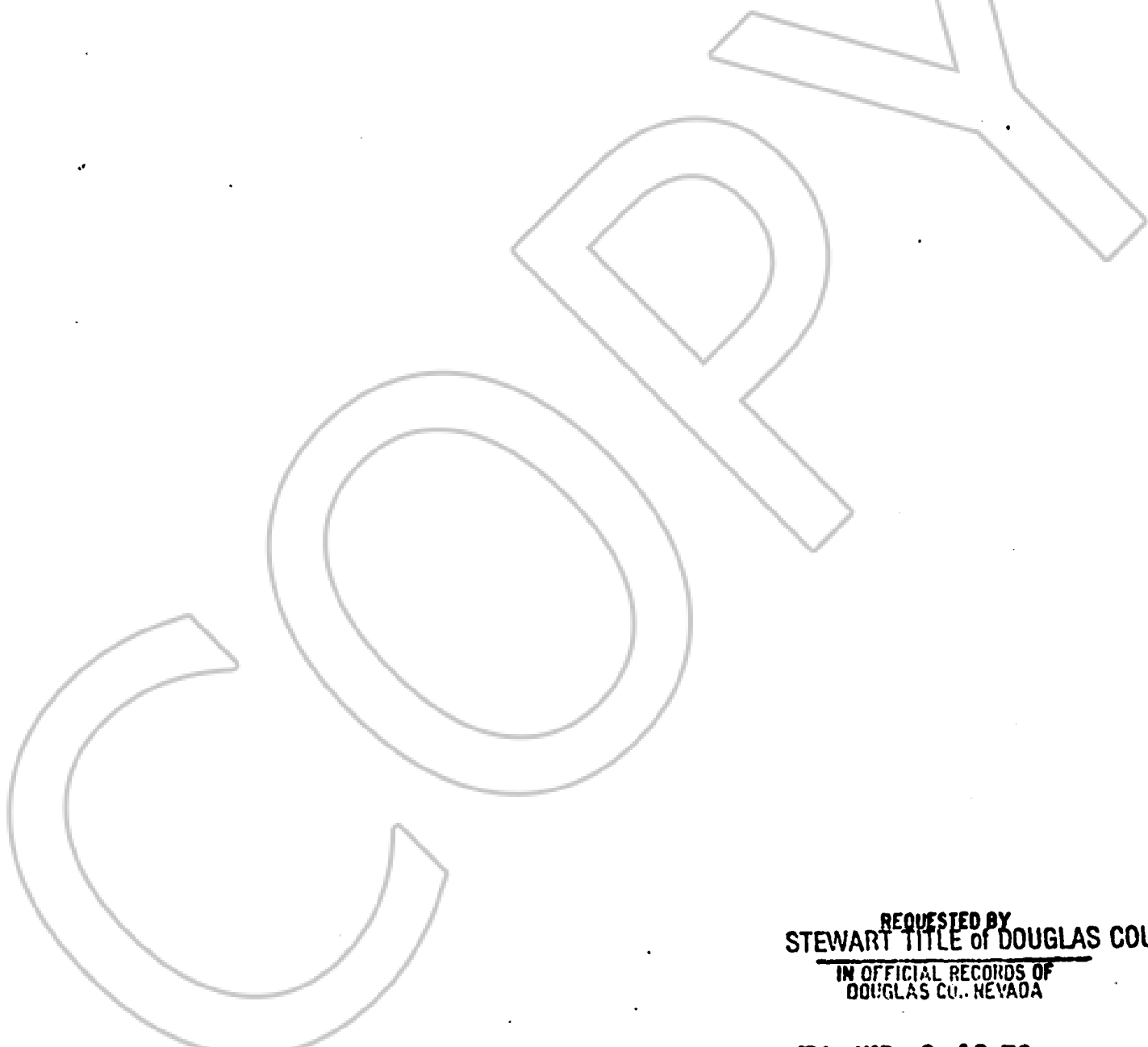
BK0394PG0319

**LEGAL DESCRIPTION**

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

Lot 2, Block D, as set forth on the Official Plat of MACKLAND SUBDIVISION, filed in the Office of the County Recorder on December 4, 1980, Book 1280, Page 475, Document No. 51372, and by Certificate of Amendment recorded November 7, 1984, Book 1184, Page 510, Document No. 109722, both of Official Records of Douglas County, Nevada.

Assessment Parcel No. 25-553-02.



REQUESTED BY  
STEWART TITLE OF DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

94 MAR -2 A9:50

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BK 0394 PG 0320

SUZANNE BEAUDREAU  
RECORDER  
\$ 9.00 PAID *KA* DEPUTY