

ESCROW NO.: 940351VM  
ORDER NO.: DO-940550-TO

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this **5** day of **April**, 19**94**,

between, **THOMAS A. ABDOO**, an unmarried man

herein called **TRUSTOR**

whose address is **635 Chambers Lane Markleeville, CA 96120**

and **MARQUIS ESCROW INC.**, a Nevada Close Corporation, herein called **TRUSTEE**, and

**NOVASEL & SCHWARTE INVESTMENTS, INC.**, a California Corporation **DBA WESTERN HIGHLAND MORTGAGE CO.**

, herein called **BENEFICIARY**.

**WITNESSETH:** That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. A portion of 21-010-33, more specifically described as follows:

A portion of the Southwest 1/4 of Section 35, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel 2 of that certain Division of Land Map for Thomas A. Abdo, recorded in the office of the Douglas County Recorder, State of Nevada, on March 29, 1994 in Book 394, at Page 5687 as Document No. 333520, Official Records.

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION DUE ON SALE AND BANKRUPTCY ADDENDUM**

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.

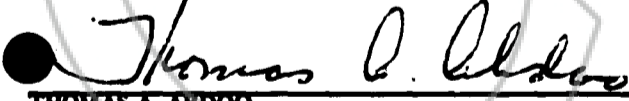
For the purpose of securing (1) payment of the sum of \$ **100,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement 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 evidence 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:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	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 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.


  
THOMAS A. ABDOO

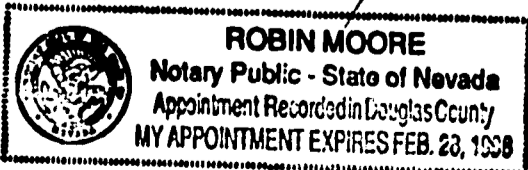
STATE OF NEVADA  
COUNTY OF DOUGLAS

On April 7, 1994

personally appeared before me, a Notary Public  
THOMAS A. ABDOO

who acknowledged that he executed the above instrument

  
Notary Public



WHEN RECORDED MAIL TO

Western Highland Mortgage Co.  
Box 11355  
So. Lake Tahoe, California 96155

**334614**

**EXHIBIT "A"**

A portion of the Southwest 1/4 of Section 35, Township 14 North, Range 20 East, M.D.B.&M., including a portion of the water rights contained in State of Nevada Permit Nos. 27614 and 28629, being a diversion rate of 0.22 c.f.s. each and with a total combined duty of 30 acre-feet, and including that same portion of said water rights as changed by Application No. 58842 and 58843 more particularly described as follows:

Parcel 2 of that certain Division of Land Map for Thomas A. Abdo, recorded in the office of the Douglas County Recorder, State of Nevada, On March 29, 1994 in Book 394, at Page 5687 as Document No. 333520, Official Records

**DUE ON SALE CLAUSE**

**IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE WRITTEN APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.**

Subsequent Trust Deed's are subject to this Trust Deed and any renewal extension thereof whether oral or written.

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 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 the Addendum to Deed of Trust freely and voluntarily.

REQUESTED BY  
**Northern Nevada Title Company**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

94 APR -7 P2:39

**334614**

**BK 0494 PG 1388**

SUZANNE LEANDREAU  
RECORDER  
8<sup>00</sup> PAID kg DEPUTY