

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 23RD day of August 1994, between

PAUL DEAN HIGGINBOTHAM and PATRICIA A. HIGGINBOTHAM, husband and wife, herein called TRUSTOR,

whose address is: P. O. BOX 425, GARDNERVILLE, NV. 89410

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

ROBERT CARL MALKMUS and MARILYN V. MALKMUS, husband and wife as joint tenants with right of survivorship, as to an undivided 71.4% interest and RICHARD E. SCHOETTGEN and SALLY K. SCHOETTGEN, husband and wife as joint tenants with right of survivorship, as to an undivided 28.6% interest, herein called BENEFICIARY,

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

All that certain lot, piece or parcel of land situate in the Southwest 1/4 of Section 18, Township 12 North, Range 21 East, M.D.B. & M., Douglas County, State of Nevada further described as follows:

Parcel D, as set forth on Parcel Map no. 1 of RUHENSTROTH ESTATES, filed for record in the office of the County Recorder of Douglas County, State of Nevada on January 23, 1992, in Book 192, Page 2747, as Document No. 269400.

Assessor's Parcel No. 29-530-06.

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 \$ 35,000.00 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.



 PAUL DEAN HIGGINBOTHAM

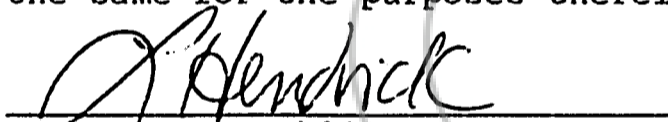


 PATRICIA A. HIGGINBOTHAM

STATE OF NEVADA)
) :SS
 COUNTY OF DOUGLAS)

On August 31, 1995, personally appeared before me, a Notary Public, Paul Dean Higginbotham & Patricia A. Higginbotham

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:
 ROBERT CARL MALKMUS
 P. O. BOX 1060
 GARDNERVILLE, NV. 89410

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

94 AUG 31 P4:12

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SUZANNE BEAUDREAU
 RECORDER
 \$8.00 FAIR KJ DEPUTY