

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2 day of September, 1994,

between, VM DESIGNS, INC., a Nevada Corporation

herein called TRUSTOR

whose address is 1432 Industrial Way, Gardnerville, NV 89410

and MARQUIS ESCROW INC., a Nevada Close Corporation, herein called TRUSTEE, and
CARL R. JENSEN, an unmarried man as to an undivided 26.666666% interest and BEVERLY
ALLARDYCE, an unmarried woman as to an undivided 23.333334% interest and RUDOLPH S. GERSICK
AND GERTRUDE A. GERSICK, TRUSTEES OF THE "RUDOLPH S. GERSICK AND GERTRUDE A.
GERSICK INTER VIVOS TRUST DATED NOVEMBER 25, 1992 as to an undivided 46.666666% interest
and JIM MANELLI, an unmarried man as to an undivided 3.333334% interest
, 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. 25-151-51, more
specifically described as follows:

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

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 \$ 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 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 insure 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 the a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed
to him at his address hereinbefore set forth.

VM DESIGNS, INC., a Nevada Corporation

Dennis R. Buckley
DENNIS R. BUCKLEY, President

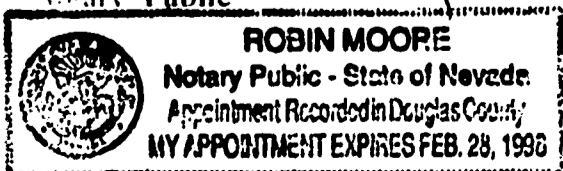
STATE OF NEVADA
COUNTY OF DOUGLAS

on September 2, 1994

personally appeared before me, a Notary Public
Dennis R. Buckley, known to be President of
VM DESIGNS, Inc. a Nevada Corporation

who acknowledged that he executed the above
instrument on behalf of the corporation.

Robin Moore
Notary Public



CROWELL, SUSICH, OWEN & TACKES, LTD.
510 W. FOURTH STREET
CARSON CITY, NEVADA 89702

WHEN RECORDED MAIL TO

Lakeview Properties
Box 16685 14089
South Lake Tahoe, CA 96151

345432

BK0994PG0401

EXHIBIT "A"

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.

All that certain lot, piece or parcel of land situate, lying and being within Section 3, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada and more particularly described as follows:

All that certain portion of Parcel D, as shown on that certain map entitled CARSON VALLEY INDUSTRIAL PARK, recorded as Document No. 47572 on March 30, 1970 in the office of the Recorder of Douglas County, Nevada and more particularly described as follows:

COMMENCING at the Northwesterly corner of aforesaid Parcel D, thence along the Easterly boundary of said Parcel D South 18°42'00" East a distance of 99.51 feet to the TRUE POINT OF BEGINNING; thence continuing along said line South 18°42'00" East a distance of 156.06 feet; thence leaving said Easterly line South 71°18'00" West a distance of 298.23 feet to the Easterly right-of-way line of Industrial Way; thence along said line North 18°42'00" West a distance of 146.06 feet; thence leaving said line North 71°18'00" East a distance of 128.23 feet; thence North 18°42'00" West a distance of 10.00 feet; thence North 71°18'00" East a distance of 170.00 feet; to the TRUE POINT OF BEGINNING.

Reference is hereby made to that certain Record of Survey Map for a Lot Line Adjustment for V.M. Designs, recorded in the office of the Douglas County Recorder, State of Nevada, on February 4, 1991, in Book 291 at Page 267 as File No. 244222, Official Records.

CB/CT

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

94 SEP -2 P4:39

SUZANNE BEAUDREAU
RECORDER

\$8.00 PAID *OK* DEPUTY

345432

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