ESCROW NO.: 940519VM ORDER NO.: DO-941363-TO

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS.

THIS DEED OF TRUST, made this

13thday of

October

19 94

between, HELEN VANDENBOSSCHE

, an unmarried woman

herein called TRUSTOR

whose address is 2927 Santa Inez Drive Minden, Nevada 89423

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

, DONALD JAMES TYLER, Trustee U/T/A dated December 8, 1992 DONALD JAMES TYLER 1992 FAMILY TRUST AGREEMENT

, 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. 21-040-64, more specifically described as follows:

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel A-4 of that certain Parcel Map for William F. Errington recorded in the Office of the Douglas County Recorder, State of Nevada, on September 3, 1991 in Book 991 at Page 180 as Document No. 259464, Official Records.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR 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 \$ 160,000.00 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:

ыси совиту, нем	wiy.			7%	All Control of the Co		
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.	A Property of the Parks	00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nyc	558 Off. Rec	075	173588
lilko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Hurcka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	<b>7</b> 81	266200	White Pine	104 Off. Rec.	531	241215
i.ander	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.

HELEN VANDENBOSSCHE

STATE OF NEVADA

COUNTY OF DOUGGE

personally appeared before me, a Notary Public

Helen Vandenbossche

who acknowledged that 5 he executed the above instruments

Notary Public

ROBIN MOORE
Notary Public - Stebs of Nevada

Appointment Recorded in Douglas (1994)
MY APPOINTMENT EXPIRES FEB. 28, 1998

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

WHEN RECORDED MAIL TO

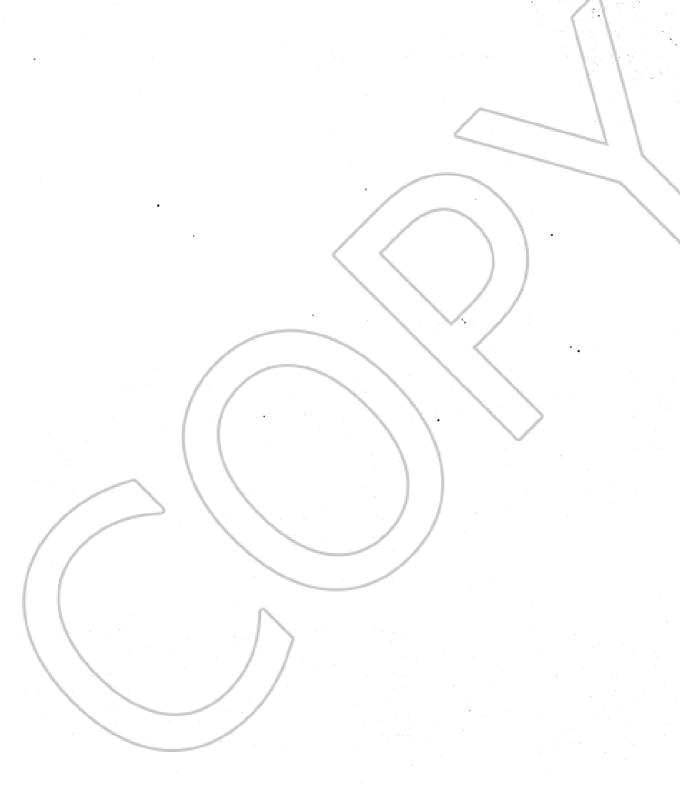
Donald James Tyler 1950 N. Carson, Sp. 23 Carson City, Nevada 89701

348708 BK 1094PG2804

## EXHIBIT "A"

## DUE ON SALE

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 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.



FIRST CENTENINIAL TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO.. NEVADA

794 OCT 17 P3:25

**348708** BK 1 0 9 4 PG 2 8 0 5

SUZANNE BEAUDREAU
RECORDER
PAID BL DEPUTY