

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 95040041 STCL
95050319 STD
, 19 95 , between

THIS DEED OF TRUST, made this 23rd day of January

JAMES J. NEWMAN AND SHARON R. NEWMAN, husband and wife, herein called TRUSTOR,

whose address is P.O. BOX 2167 Carson City Nevada 89702 and
(number and street) (city) (state) (zip)

STEWART TITLE OF CARSON CITY, a Nevada corporation, herein call TRUSTEE, and
THE LAGUNAK, INC. PROFIT SHARING, herein called BENEFICIARY,

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

DUE ON SALE CLAUSE:

IF TRUSTOR SHALL SELL, CONVEY OR ALIENATE THE PREMISES, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF ITS TITLE, OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE PRIOR WRITTEN CONSENT OF BENEFICIARY, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THE SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS HEREOF, OR ANY OF THEM, BENEFICIARY SHALL HAVE THE RIGHT, AT ITS OPTIONS, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN THE NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

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 the sum of \$ *269,670.00* 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 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 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.

STATE OF NEVADA

SS

COUNTY OF Carson City

ON 1-23-95

personally appeared before me, a Notary Public,
James J. Newman and
Sharon R. Newman

James J. Newman
James J. Newman

Sharon R. Newman
Sharon R. Newman

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Suzanne R. Westre
Notary Public
OFFICIAL SEAL
SUZANNE R. WESTRE
NOTARY PUBLIC - STATE OF NEVADA
DOUGLAS COUNTY
My appointment expires Sept. 25, 1998
WHEN RECORDED MAIL TO:

The Lagunak, Inc. Profit Sharing

1029 Riverview Drive

Gardnerville, NV 89410

SHEERIN, WALSH & KEELE
ATTORNEYS AT LAW
P.O. BOX 606
CARSON CITY, NEVADA 89702
P.O. BOX 1327
GARDNERVILLE, NEVADA 89410

FOR RECORDER'S USE

354794

BK 0195 PG 2935

LEGAL DESCRIPTION

Exhibit A

The land referred to herein is situated in the State of Nevada County of Douglas, described as follows:

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

All that certain piece or parcel of land situate, lying and being in the Northeast 1/4 of the Southeast 1/4 of Section 32, T. 13 N., R. 20 E., M.D.B.&M., in the Town of Gardnerville, Douglas County, Nevada more particularly described as follows, to wit:

BEGINNING at a point, the Southwest corner of the Parcel which point is thirty (30) feet Northeasterly measured at right angles, from the centerline of Nevada State Route 3, (U.S. 395), said POINT OF BEGINNING further described as bearing North 84°54' East, a distance of 39.05 feet from the so-called Mill Street Monument in said Town of Gardnerville, said Mill Street Monument bears South 29°03' West, a distance of 942.71 feet from the East Quarter Section of the above described Section 32; thence North 44°54' West, a distance of 152.00 feet to the Northwest corner of the Parcel; thence North 45°06' East, a distance of 175.12 feet to the Northeast corner of the Parcel; thence South 31°12' East, a distance of 16.78 feet to a point; thence South 44°54' East, a distance of 135.70 feet to a fence corner, the Southeast corner of the Parcel; thence South 45°06' West, and along a fence line, a distance of 171.15 feet to the POINT OF BEGINNING.

Except therefrom that portion of said land conveyed to the State of Nevada for highway purposes, in instrument recorded February 25, 1953, in Book A-1 of Deeds, page 394, Douglas County, Nevada Records.

A.P.N. 25-291-12

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

'95 JAN 23 P4:24

SCHEDULE A

354794

CLTA PRELIMINARY REPORT
(7/88)

BK 0195 PG 2936

LINDA SLATER
RECORDER

\$ 8.00 PAID KJ DEPUTY

STEWART TITLE
Guaranty Company