ORDER NO. 029501accommodation

STEWART TITLE OF DOUGLAS COUNTY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this ST day of February, 1995, between

STEVEN JOHNSON, an unmarried man, herein called TRUSTOR,

whose address is: P.O. BOX 1217, ZEPHYR COVE, NV 89448

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

JAMES E. AUSTIN and CYNTHIA R. AUSTIN, husband and wife, 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 BY THIS REFERENCE MADE A PART HEREOF

ASSESSORS PARCEL NO. 7-180-37

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.

THIS DEED OF TRUST IS THIRD AND SUBJECT TO TWO PREVIOUSLY RECORDED TRUST DEEDS.

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 \$ 10,000.00 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	<i>73</i>	248	86043
Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	<i>352</i>	078762
Douglas	1286	2432	147018	Nye	<i>558</i>	075	173588
E1ko	545	316	223111	Pershing	187	179	151646
<i>Esmeralda</i>	110	244	109321	Storey	055	<i>555</i>	<i>58904</i>
Eureka	153	187	106692	Washoe	2464	0571	1126264
<i>Humboldt</i>	223	781	266200	White Pine	104	5 3 1	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

355420 BK0295PG0166 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.

STEVEN JOHNSON

STATE OF NEVADA

) ss.

COUNTY OF DOUGLAS

ruara 1,1995, personally appeared before me,

a Notary Public,

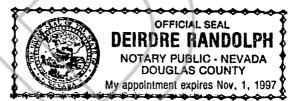
Steven JOHNSON

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:

JAMES E. AUSTIN
2284 LUPINE TRAIL
SOUTH LAKE TAHOE, CA 96150



" EXHIBIT A " LEGAL DESCRIPTION

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

A parcel of land being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B. & M.

Commencing at a point which bears South 17°26' West 1101.44 feet from the 1/4 corner between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., thence North 0°08' East a distance of 311.60 feet to the TRUE POINT OF BEGINNING; thence continuing North 0°08' East, a distance of 88.32 feet; thence North 89°42' West, a distance of 163.80 feet; thence South 0°08' West, a distance of 88.32 feet; thence South 89°42' East, a distance of 163.80 feet, to the TRUE POINT OF BEGINNING.

Assessors Parcel No. 7-180-37.

STEWART TITLE OF DOUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

SPAID A DEPUTY