

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1st day of June, 1995, between

R. NADIA ATKINSON, an unmarried woman, and
SHERRIE J. ATKINSON, an unmarried woman, as Joint Tenants
, herein called TRUSTOR,

whose address is: P.O. BOX 11132, ZEPHYR COVE, NV 89448

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

D. BRUCE BANNING, an unmarried man, herein called BENEFICIARY,

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

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A
PART HEREOF
Assessment Parcel No. 03-220-21

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 \$ 60,000.00
the interest thereon according to the terms of a promissory note or
notes of even date herewith made by Trustor, payable to order of Bene-
ficiary, and all extensions or renewals thereof; and (2) the perform-
ance 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 regard-
ing 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.

R. Nadia Atkinson
R. NADIA ATKINSON

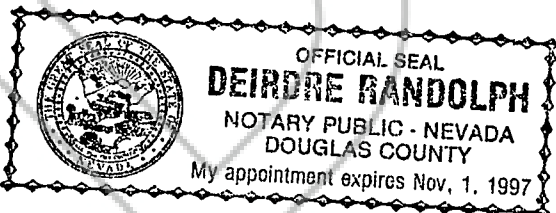
Sherrie J. Atkinson
SHERRIE J. ATKINSON

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On June 1, 1995, personally appeared before me,
a Notary Public,

R. NADIA ATKINSON & Sherrie J. Atkinson
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.

Deirdre Randolph
Notary Public



WHEN RECORDED, MAIL TO:
D. BRUCE BANNING
C/O WESTERN TITLE COMPANY
P.O. BOX 385
MINDEN, NV 89423

363339
BK0695PG0195

EXHIBIT "A"
LEGAL DESCRIPTION

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

All that portion of the South 1/2 of the South 1/2 of Lot 4, in
Section 34, Township 14 North, Range 18 East, M.D.B. & M., as
shown on the official map and described as follows:

Parcel 1 as shown on the Parcel Map for Ralph MacMichael
recorded July 19, 1977, Book 777, Page 903, as Document No.
11164, Official Records of Douglas County, Nevada.

TOGETHER WITH an easement for road purposes over the existing
twenty foot roadway extending from the Lake front Easterly to
"Highway 50", as contained in Deed recorded December 30, 1959,
in Book F-1 of Deeds, Page 27, as Document No. 15426, Official
Records.

Assessor's Parcel No. 3-220-21.

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

'95 JUN -2 10:57

363339

BK 0695 PG 0196

LINDA SLATER
RECORDER
\$9.00 PAID *SL* DEPUTY