

ORDER NO. 95081162

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5TH day of June 1995, between

EASTERN SIERRA DEVELOPMENT CORPORATION, A NEVADA CORPORATION, herein called TRUSTOR,

whose address is:, P.O. BOX 1012 GARDNERVILLE, NEVADA 89410

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

THE SCHMANSKI SECOND FAMILY LIMITED PARTNERSHIP, 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:

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., BEING FURTHER DESCRIBED AS FOLLOWS:

PARCEL 1, OF PARCEL MAP FOR BRYAN N. MCCA A AND SUSAN I. MCCA A, FILED FOR RECORD IN THE DOUGLAS COUNTY RECORDER'S OFFICE DOUGLAS COUNTY, NEVADA ON MARCH 3, 1994 IN BOOK 394, AT PAGE 545, AS DOCUMENT NO. 331435.

THIS DEED OF TRUST IS ONE OF TWO DEEDS OF TRUSTS SECURING PAYMENT OF ONE PROMISSORY NOTE IN FAVOR OF BENEFICIARY IN THE SUM OF \$55,000.00 THE PROPERTIES ENCUMBERED BY SAID DEEDS OF TRUSTS ARE BOTH LOCATED IN NEVADA AND THE PARTIES AGREE THAT NO ALLOCATION OF THE FACE AMOUNT OF THE NOTE SHALL BE MADE BETWEEN THE NEVADA PROPERTIES EITHER NOW OR PRIOR TO ANY TRUSTEES SALE UNDER EITHER DEED OF TRUST.

DUE ON SALE CLAUSE; 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 \$ 55,000.00 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	73	248	86043

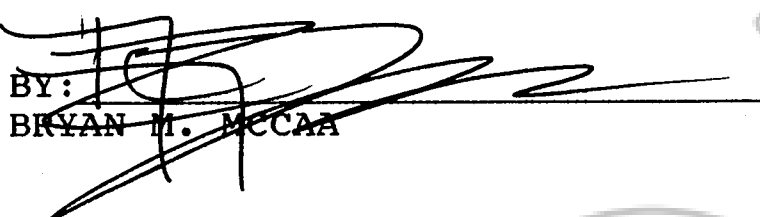
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Churchill			224333	Lyon			0104086
Clark	861226		00857	Mineral	112	352	078762
Douglas	1286	2432	147018	Nye	558	075	173588
Elko	545	316	223111	Pershing	187	179	151646
Esmeralda	110	244	109321	Storey	055	555	58904
Eureka	153	187	106692	Washoe	2464	0571	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 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.

EASTERN SIERRA DEVELOPMENT CORP. A NEVADA CORPORATION

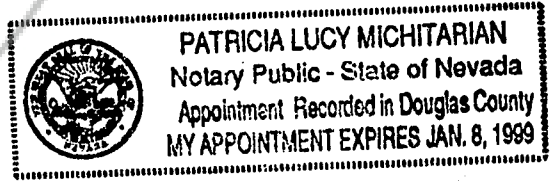
BY: 
 BRYAN M. MCCA

STATE OF NEVADA)
) SS.
 COUNTY OF DOUGLAS)

On June 7, 1995, personally appeared before me,
 a Notary Public,
Bryan M. McCaa

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:
 THE SCHMANSKI SECOND
 1480 GLENWOOD DR.
 GARDNERVILLE, NV 89410

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

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LINDA SLATER
 RECORDER
 \$8.00 PAID ka DEPUTY