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:

PARCEL 1:

ALL THAT PORTION OF LOT 7, ASPEN VALLEY NO. 2, FILED FOR RECORD ON NOVEMBER 15, 1966, DOCUMENT NO. 34571.

EXCEPTING THEREFROM BEGINNING AT THE CORNER COMMON TO LOTS 7 AND 8 ON THE SOUTHERLY LINE OF TERRY DIANE COURT; THENCE SOUTH 34 38' 14" WEST 77.42 FEET; THENCE NORTH 27 10' 30" EAST 79.28 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 45 FEET, A CENTRAL ANGLE OF 13 13' 38", AN ARC LENGTH OF 10.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48 44' 17" EAST 10.37 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT 8, OF ASPEN VALLEY NO. 2, FILED FOR RECORD ON NOVEMBER 15, 1966, DOCUMENT NO. 34571 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 34 38' 14" EAST 98.56 FEET; THENCE SOUTH 29 41' 36" WEST 93.35 FEET THENCE WEST 9.78 FEET TO THE TRUE POINT OF BEGINNING.

REFERENCE IS MADE TO RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR STEVEN CAMPBELL, FILED FOR RECORD JUNE 21, 1990, IN BOOK 690, PAGE 2829, AS DOCUMENT NO. 228534 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

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 Bene-

ficiary, 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 the page thereof, or under the document file number, noted below opposite the name of such county, namely:

DOC . NO . COUNTY BOOK PAGE COUNTY BOOK **PAGE** DOC.NO. 86043 73 248 000-52876 Lincoln Carson City 0104086 224333 Lyon Churchill 078762 112 352 Mineral 861226 00857 Clark 173588 558 075 Douglas 1286 2432 147018 Nye 179 151646 Pershing 187 545 316 223111 Elko 555 58904 Storey 055 Esmeralda 110 244 109321 106692 2464 0571 1126264 153 187 Washoe Eureka White Pine 104 531 241215 Humboldt 223 781 266200 279 034 137077 Lander

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. MCCAA	
STATE OF NEVADA COUNTY OF DOUGLAS)) SS.)
on June 1,1995 a Notary Public, Byan M. Mc	_, personally appeared before me,

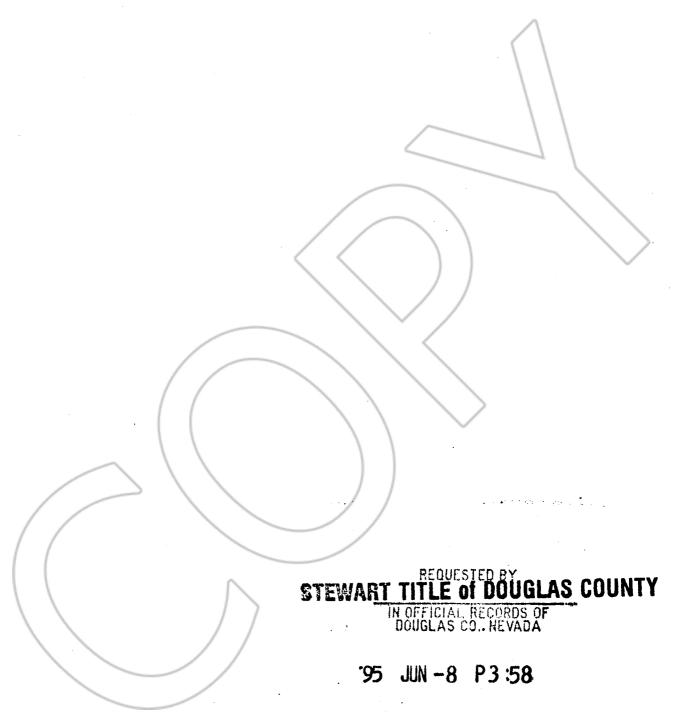
personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

Notary rubire

THE SCHMANSKI SECOND 1480 GLENWOOD DR. GARDNERVILLE, NV 89410

WHEN RECORDED, MAIL TO:





363731 BK 0695PG | 24 | LINDA SLATER
RECORDER

PAID DEPUTY