

RECORDING REQUESTED BY:
WESTERN TITLE COMPANY
ESCROW F70504SC

WHEN RECORDED MAIL TO:
WESTERN TITLE COMPANY
I.C. DEPT. #1667
1626 Highway 395
Minden, NV 89423

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made June 16th, 1995, between
JUAN M. NUNEZ AND MARIA DE LA LUZ NUNEZ, herein
called "Trustor", whose address is: 3482 Indian Drive Carson City, Nevada
89509, WESTERN TITLE COMPANY, INC., a Nevada
corporation, herein called "Trustee", and DONALD D. PORTER, a married man,
as his sole and separate property, herein called "Beneficiary", whose
address is: 4536 Canyon Ridge, Reno, Nevada 89503

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lot 2, in Block C, as shown on the Plat of HIGHLAND ESTATES UNIT NO. 3, filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 2, 1978, in Book 78, Page 130, as Document No. 20213.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: Each and every term, covenant and condition herein contained and contained in that certain document entitled "Agreement" (herein "Agreement") executed by Trustor and Beneficiary, a copy of which is attached hereto as Exhibit "A".

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy shall be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision

of this Deed of Trust or of the Agreement secured hereby, and any balance shall be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.

10. The following covenants Nos. 1, 3, 4 (interest 18%), 5, 6, 7 (counsel fees-a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

11. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference; however, such deficiency shall not exceed the difference, if any, between the unpaid balance of the note secured by the Deed of Trust, referred to below, together with accrued interest, costs and attorney's fees, and the fair market value of the property, valued as of the date of the foreclosure sale.

12. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

13. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

14. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the Agreement secured hereby. The term "Trustor" includes the term "Grantor".

15. Trustee, its successor or assign, is hereby appointed the attorney-in-fact of Beneficiary for the purpose of reconveying this Deed of Trust upon (a) satisfactory evidence being presented to Trustee of the reconveyance of the Deed of Trust now in favor of LOMAS AND NETTLETON, and which Deed of Trust is dated April 2, 1987, recorded April 6, 1987, in Book 487, Page 531, Document No. 152726, Official Records, Douglas County, Nevada, or (b) satisfactory evidence being presented to Trustee of the novation of Beneficiary's liability upon the note secured by the foregoing Deed of Trust; or (c) if said Deed of Trust has not been previously reconveyed, then the same shall be reconveyed on _____, provided that Trustor is not then in default hereunder. Fees and costs incurred in connection with such reconveyance shall be paid by Trustor.

16. Beneficiary shall have the right to first approve the credit-worthiness of any purchaser at a foreclosure sale held hereunder who does not cause the novation of Beneficiary upon the obligation secured by the Deed of Trust last mentioned above. Beneficiary shall not unreasonably withhold approval of the sale of the property to a purchaser at the foreclosure sale who has reasonably satisfactory credit.

TRUSTOR:

Juan M Nunez
JUAN M. NUNEZ

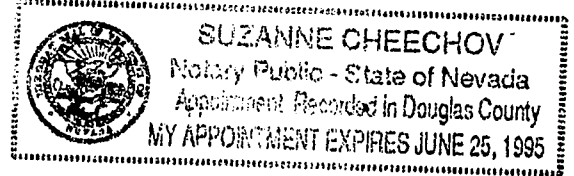
MARIA DE LA LUZ Nunez
MARIA DE LA LUZ NUNEZ

STATE OF NEVADA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on June 20, 1995, 1995, By Juan M. Nunez and Maria De La Luz Nunez

Suzanne Cheechov
NOTARY PUBLIC



The beneficiary joins in the execution of this Deed of Trust for the purpose of agreeing and consenting to the provisions contained in Paragraph 15 herein.

DATED: June 21, 1995

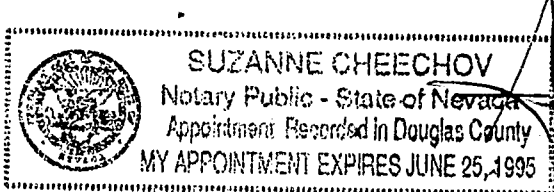
Donald D. Porter
DONALD D. PORTER

STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on June 21, 1995 by Donald C. Porter.

LAW OFFICES OF
HENDERSON & NELSON
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502



Suzanne Cheechov
NOTARY PUBLIC 364735

BK0695PG3978

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT, made and entered into on June 16th, 1995, by and between Juan M. Nunez and Maria De La Luz Nunez hereinafter referred to as "Buyer", party of the first part, and DONALD D. PORTER, a married man, as his sole and separate property, hereinafter referred to as "Seller", party of the second part,

W I T N E S S E T H :

WHEREAS, Buyer has agreed to purchase from Seller certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 2, in Block C, as shown on the Plat of HIGHLAND ESTATES UNIT NO. 3, filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 2, 1978, in Book 78, Page 130, as Document No. 20213;

and

WHEREAS, the foregoing property is encumbered by a Deed of Trust securing a Promissory Note now in favor of LOMAS AND NETTLETON, which Deed of Trust is dated April 2, 1987, recorded April 6, 1987, in Book 487, Page 531, Document No. 152726, Official Records, Douglas County, Nevada; and

WHEREAS, Seller is agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and provided further that, in the event of the acceleration of the foregoing indebtedness as a result of the sale of said property by Seller to Buyer, Buyer agrees to deal with said acceleration in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Buyer agrees to perform all terms and provisions of the foregoing Promissory Note and Deed of Trust now in favor of LOMAS AND NETTLETON as though Buyer was the original maker of said Promissory Note and original Trustor of said Deed of Trust.

2. Buyer understands that Seller remains liable upon the foregoing Promissory Note, even though the subject property has been sold to Buyer. Buyer agrees that the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust will result in damage to the credit-worthiness of Seller. The parties agree that the damage to the credit-worthiness of Seller is difficult, if not impossible, to measure. Accordingly, in the event of the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust, the parties agree that the damages sustained by Seller to Seller's credit-worthiness shall be deemed to be the balance owing upon said Promissory Note, as of the date of the recordation of a notice of default and election to sell for breach by Buyer, plus accrued interest upon said Promissory Note, together with any prepayment penalties required upon said Promissory Note, and all advances made by Seller. Buyer further acknowledges that the amount of such damages is a fair estimate of the damages Seller would suffer in the event of Buyer's default, and that such liquidated damages are not imposed as a penalty.

3. Buyer and Seller acknowledge that the foregoing Promissory Note and Deed of Trust contain acceleration clauses, which clauses enable the holder and beneficiary of said Note and Deed of Trust to declare the unpaid balance of said Note immediately due and payable upon sale of the property. Further, the delivery of the Deed from

Seller to Buyer for the property encumbered by said Deed of Trust constitutes a sale of the property which will enable the holder and beneficiary of said Note and Deed of Trust to declare the unpaid balance of the Note all due and payable. In the event said Note is accelerated, Buyer agrees to (i) assume said Note and Deed of Trust in accordance with the demand of the holder and beneficiary, including the payment of any assumption fee, and to cause a novation of the liability of Seller upon said Note and Deed of Trust, or (ii) pay said Note in full, including any prepayment penalty.

4. The performance of the Agreement by Buyer shall be secured by a Deed of Trust upon the above-described property, executed by Buyer in favor of Seller.

5. In the event of the foreclosure of the Deed of Trust executed by Buyer in favor of Seller, the proceeds of the foreclosure sale, less those expenses set forth in Nevada Revised Statutes 107.030, Covenant No. 7, shall be applied first to the Note now in favor of LOMAS AND NETTLETON, to the extent of the unpaid balance thereof, and any excess funds shall be paid to the order of Buyer. All advances made by Seller shall accrue interest at the rate of 18% per annum.

6. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Donald D. Porter
DONALD D. PORTER

Juan M. Nunez
JUAN M. NUNEZ

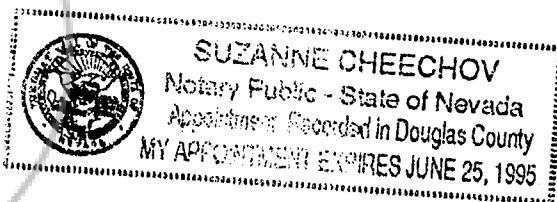
MARIA DE LA LUZ NUNEZ
MARIA DE LA LUZ NUNEZ

State of NV

County of Douglas

This instrument was acknowledged before me on June 20 1995 by Juan M. Nunez and Maria/De La Luz Nunez.

Suzanne Cheechov
NOTARY PUBLIC



State of NV

County of Douglas

This instrument was acknowledged before me on JUNE 21 1995 by Donald D. Porter.

Suzanne Cheechov
NOTARY PUBLIC



REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

95 JUN 23 12:50

LINDA SLATER
RECORDER
\$11.00 PAID K2 DEPUTY