

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of July, 1995, between RALPH M. MALONE AND DIANE M. MALONE, HUSBAND AND WIFE AS JOINT TENANTS, herein called TRUSTOR,

whose address is: 1881 DUNCAN DRIVE, TRACY CA 95376

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

JOE F. SCALISE, 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 DOUGLAS County, Nevada, described as:

LOT 19, IN BLOCK S, AS SHOWN ON THE MAP ENTITLED TOPAZ RANCH ESTATES, UNIT NO. 4, FILED FOR RECORD NOVEMBER 16, 1970, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 50212.

ASSESSOR'S PARCEL NO. 37-402-12

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 \$ 25,750.00 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 |
| 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.

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Ralph M. Malone
RALPH M. MALONE

Diane M. Malone
DIANE M. MALONE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On 7-27-95, personally appeared before me,
a Notary Public,
Ralph M. MALONE and Diane M. MALONE

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.

Mary H. Kelsh
Notary Public



WHEN RECORDED, MAIL TO:

JOE F. SCALISE
1875 HWY 395
GARDNERVILLE, NV 89410

COOPER

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

95 JUL 28 10:36

LINDA SLATER
RECORDER

PAID DEPUTY

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