

ESCROW NO.: 950172DT  
ORDER NO.: M71087TOC

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this 22 day of September, 1995, between, WAI C. LOUIE, an unmarried man herein called TRUSTOR whose address is P.O. Box 7138, Stateline, Nevada 89449 and MARQUIS ESCROW INC., a Nevada Close Corporation, herein called TRUSTEE, and WILLIAM H. MC DONALD AND BENITA MELLON MC DONALD, husband and wife as Joint Tenants with right of survivorship, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 29-311-36, more specifically described as follows:

Lot 491, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974 in Book 374, Page 676, as Document No. 72456.

The promissory note secured by this deed of trust contains a prepayment penalty and subordination agreement.

Together with the rents, issues and profits thereof, subject, however, to the 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 with 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 evidence 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 is 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	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	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 therefor 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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

*Wai C. Louie*

WAI C. LOUIE

STATE OF NEVADA  
COUNTY OF DOUGLAS

On September 22, 1995  
personally appeared before me, a Notary Public  
WAI C. LOUIE

WHEN RECORDED MAIL TO

Mr. & Mrs. William McDonald  
P.O. Box 55  
Gardnerville, Nevada 89410

who acknowledged that he executed the above instrument.

*Diana Triz*  
Notary Public



CROWELL, SUSICH, OWEN & TACKES, LTD.  
510 W. FOURTH STREET  
POST OFFICE BOX 1000  
CARSON CITY, NEVADA 89702

371200

BK0995PG4062

EXHIBIT "A"

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Deed of Trust executed by WAI C. LOUIE for the benefit of ROXIE A. RICHTER, Trustee of the ROXIE A. RICHTER TRUST AGREEMENT dated November 2, 1990, dated September 21, 1995, securing a Promissory Note of even date and in the amount of \$65,000.00, which is recorded concurrently herewith. So long as the Trustor shall not be default in performance of the covenants contained herein, or in the making of any payments due on the promissory note secured hereby, Beneficiary agrees to subordinate the lien of this Deed of Trust once more to a first Deed of Trust not to exceed \$65,000.00.

COPY

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

'95 SEP 25 P3:26

371200  
BK0995PG4063

LINDA SLATER  
RECORDER  
s. J. PAID K. DEPUTY