

RECORDING REQUESTED BY:

Max Hoseit

WHEN RECORDED RETURN TO:

Henry R. Butler

P. O. BOX 5367

Stateline, Nevada 89449

Escrow Number 2000<sup>36</sup>~~18~~

Loan Number MHNJ2614

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS  
FOR A CONSTRUCTION LOAN**

THIS DEED OF TRUST, made September 15, 1995, between Nevada Johnson, Inc., a Nevada Corporation, whose address is P.O. Box 2435 Gardnerville NV 89410 PH: 702-265-2574

, herein called TRUSTOR, HENRY R. BUTLER, ESQ, herein called TRUSTEE, and Max Hoseit, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas, Nevada described as:

Lot 67 as set forth upon that subdivision map entitled WILDHORSE ANNEX UNIT NO. 2, as Planned Unit Development, recorded October 10, 1994 in Book 1094 at Page 1490, Official Records of Douglas County, State of Nevada, as Document No. 348105.

Excepting therefrom all minerals, oil, gas and other hydrocarbons, as excepted in the deed to Stock Petroleum Co., Inc. Recorded March 13, 1980 in Book 380 Page 1315, official Records of Douglas County, Nevada ad Document No 42677 A.P.N. 21-401-31

Together with the rents, issues and profits thereof, and the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by the promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$90,000.00 (ninety thousand dollars) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon; and (4) all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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.
Douglas	1286 Off. Rec.	2432	147018
Elko	545 Off. Rec.	316	223111
Lyon			0104086
Washoe	2464 Off. Rec.	0571	1126264
Carson			000-52876
Churchill			224333
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) 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 thereof does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$45.00 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.

*[Signature]*  
 Nevada Johnson, Inc.  
 By: KIRK JOHNSON

Dated: 10/4/95

**STATE OF NEVADA  
 COUNTY OF DOUGLAS ss.**

On 10-4-95 personally appeared before me, a Notary Public, in and for said County and State, Kirk Johnson, known to me to be the person who executed the within instrument as President of the corporation or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

*[Signature]*  
 Signature Notary Public



REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA

'95 OCT 17 P4:21

LINDA SLATER  
 RECORDER

\$ 8.00 PAID ke DEPUTY

372959

BK 1095 PG 2833