DEED OF TRUST

THIS DEED OF TRUST, made this 13 day of February, 1995 between Eugene & Dorothy Guadagni (hereinafter called GRANTOR or TRUSTOR), THEREIN. whose mailing address is 1146 Wisteria Dr. Minden, NV, 89423 and Western Nevada Properties, Inc. (hereinafter called TRUSTEE), and Western Nevada Properties, Inc. (hereinafter called BENEFICIARY),

OR IMPLIED. IS ASSUMED AS TO IT'S REGULA OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED

STEWART TITLE OF DOUGLAS COUNTY

WITNESSETH: That WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of Two thousand seven hundred fifty (2,750.00) and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW. THEREFORE, for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter be advanced for the account of Trustor by Beneficiary with interest thereon.

TRUSTOR irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Douglas County Nevada described as: (Set forth legal description and commonly known street address, if known)

Lot 302, as set forth on the Official Plat of Winhaven Unit No. 3, a Planned Unit Development filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 18, 1992, as Document No. 295672.

1146 Wisteria, Minden, Nevada

ASSESSORS PARCEL NO. 25-693-01

TOGETHER WITH all appurtenances in which Trustee has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herin set forth and incorporated herein by reference. The following covenants Nos. 1,2,3,4,5,6,7,8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2,4, and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 . Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Covenant No. 4 ; Covenant No. 7 Deed of Trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF, Grantor has executed this instrument.

In Witness Whereof, I/We have hereunto set my hand/our hands this 13th day of February, 1995.

(Print or type name here)

NAME **ADDRESS**

NAME

ADDRESS CITY/ST/ZIP

CITY/ST/ZIP

Print or type name here

STATE OF NEVADA

COUNTY OF Monglas

On this 10 day of Vetowa

personally appeared before me, a Notary Public

personally known to me to be the person(s) whose name(s) is subscribed to the above instrument who acknowledged that they executed

Witness my hand and official seal

(Notary Public)

(Notary Seal)

RHONDA BLUM Notary Public — Nevada **Douglas County** My Appointment Expires Got: 5, 1996

JAN 23 P3 20

379466

LINDA SLATER

<u>REQUESTED BY</u> STEWART TITLE of DOUGLAS COUNTY

> IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

RECORDING REQUESTED BY AND MAIL TO

Ninden NV 59423 If applicable mail tax statements to

Same

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

neumon troperties

BKO 1-96 PG 36-77

DEEDTRU.DOC_2/9/95