

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22 day of March, 1996, between DENNIS GODECKE and TINA A. GODECKE, husband and wife as Community Property, herein called TRUSTOR,

whose address is: 75-654 VIA SERENA, INDIAN WELLS, CA 92201

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

AMOS HOWARD WILHELM and SONDR A KAYE WILHELM as Trustees of the WILHELM FAMILY TRUST dated December 21, 1990, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale that property in City of ZEPHYR COVE, DOUGLAS County, Nevada, described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

ASSESSOR'S PARCEL NO. 05-212-44

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

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 \$ 175,000.00 and 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 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			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 regard-

ing 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.

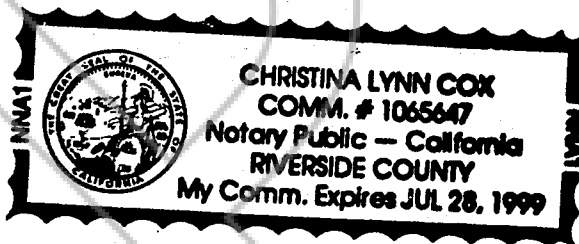
Dennis Godecke
DENNIS GODECKE

Tina A. Godecke
TINA A. GODECKE

STATE OF CALIFORNIA _____)
COUNTY OF Riverside _____) SS.

On March 22, 1996, personally appeared before me, a Notary Public, DENNIS GODECKE AND TINA A. GODECKE 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.

Christina Cox
Notary Public



WHEN RECORDED, MAIL TO:

AMOS HOWARD WILHELM
1/5/1/ E./ FLORENCE BLVD / SB / #175 /
CASA GRANDE / AZ / 85222 /

P.O. Box 10499
Zephyr Cove, NV 89448

384177

BK0396PG4463

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas,, described as follows:

PARCEL NO. 1

Lot 95, as shown on the official plat of PINEWILD UNIT NO. 2, a Condominium, filed for record in the office of the County Recorder, Douglas County, Nevada, on October 23, 1973, as Document No. 69660.

Assessor's Parcel No. 5-212-44

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common as such interest is set forth in Book 377, at Page 417 thru 421, of the real property described on the Subdivision Map referred to in Parcel No. 1 above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, a Condominium Project, recorded March 9, 1977, in Book 377 of Official Records at Page 411, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1 above, and excepting non-exclusive easements for ingress and egress, utility service, support encroachments, maintenance and repair over the Common Areas as defined and set forth in said Declaration of Covenants, Conditions, and Restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

SCHEDULE A
CLTA PRELIMINARY REPORT
(7/88)

STEWART TITLE
Guaranty Company

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

'96 MAR 27 P3:47

LINDA SLATER
RECORDER

9.00 PAID *OK* DEPUTY

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BK 0396 PG 4464