

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of April, 1996, between CLASSIC HOMES LLC., a Nevada Limited Liability Company, herein called TRUSTOR,

whose address is: 8211 SIERRA COLLEGE BLVD., ROSEVILLE, CA 95661

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

HORAN INVESTMENT COMPANY, a partnership consisting of Robert Horan and Richard H. Horan, 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 119, Block C, as set forth on Final Subdivision Map FSM-1006 of CHICHESTER ESTATES Phase 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 12, 1995, in Book 995, at Page 1407, as Document No. 370215.

Assessors Parcel No. 25-760-48

IF ALL OR ANY PORTION OF THE PROPERTY WHICH IS THE SUBJECT OF THIS DEED OF TRUST IS CONVEYED FROM TRUSTOR BY DEED, CONTRACT, EXECUTION, INSTRUMENT, OR ANY OTHER MODE OR MEANS, VOLUNTARILY OR INVOLUNTARILY, NOT CAUSED BY THE DEMISE OF TRUSTOR, WHICH WILL EFFECT, IN LAW OR EQUITY, A DIVESTITURE OF TRUSTOR'S INTEREST OR TITLE IN SAID PROPERTY, THEN AND IN THAT EVENT THE NOTE SECURED HEREBY SHALL ACCELERATE AND THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST SHALL FORTHWITH BECOME DUE AND PAYABLE WITHOUT NOTICE OR DEMAND.

TRUSTOR AGREES TO COMPLY WITH THE COVENANTS AND CONDITIONS OF THE BUILDING LOAN AGREEMENT, HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS DEED OF TRUST. ALL ADVANCES MADE BY BENEFICIARY PURSUANT TO THE BUILDING LOAN AGREEMENT SHALL BE INDEBTEDNESS OF TRUSTOR SECURED BY THIS DEED OF TRUST.

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 \$ 94,750.00 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 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.

CLASSIC HOMES LLC.
A NEVADA LIMITED LIABILITY COMPANY

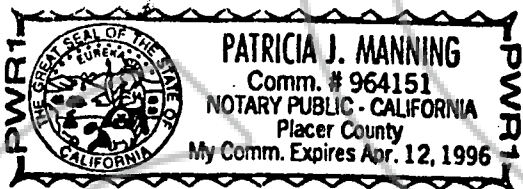
BY: 
ERIK N. PILEGAARD

BY: 
DOUGLAS M. SUTHERLAND

STATE OF CALIFORNIA

CERTIFICATE OF ACKNOWLEDGMENT

State of California }
County of Placer } SS. On April 8, 1996 before me, _____
(date) (name and title of officer)
Patricia J. Manning, personally appeared
Erik N. Pilegaard and Douglas M. Sutherland



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Patricia J. Manning
Notary's Signature

WHEN RECORDED, MAIL TO:
HORAN INVESTMENT COMPANY
3323 WATT AVE., #221
SACRAMENTO, CA 95821-3609

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

'96 APR 12 P3:05

LINDA SLATER
RECORDER
PAID 800 DEPUTY

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