

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22ND day of April 1996, between THOMAS BRENT HICKEY AND THERESA LYNN HICKEY, husband and wife, as joint tenants, herein called TRUSTOR,

whose address is: BOX 307, GARDNERVILLE, NV 89410

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

LAGUNAK MONEY PURCHASE PENSION PLAN AS TO AN UNDIVIDED 81% INTEREST AND LAGUNAK PROFIT SHARING PLAN AS TO AN UNDIVIDED 19% INTEREST, herein called BENEFICIARY,

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

AS PER ATTACHED EXHIBIT "A" WHICH BY REFERENCE HERETO BECOMES A PART HEREOF

ASSESSORS PARCEL NO. 25-302-05

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 \$ 105,000.00 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-



SHIRIT "A"

**LEGAL DESCRIPTION**

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

**PARCEL NO. 1:**

COMMENCING at a point on the South side of Main Street (U.S. 395); being the Northwest corner of the parcel owned by Myron P. Dressler; said point also described as lying Northerly 75 feet from the Northwest corner of Main and Jackson Streets; thence in a Southerly direction along the West boundary of said Dressler parcel a distance of 150 feet; thence at right angles Westerly a distance of 75 feet to a point on the East boundary of Parcel C of the Parcel Map for S.O.K.W.S., a general partnership, filed as Document No. 84119; thence Northerly along said Easterly boundary a distance of 150 feet to the South line of Main Street; thence Easterly along said South line a distance of 75 feet to the point of beginning.

**PARCEL NO. 2:**

COMMENCING at a point on the South side of Main Street (U.S. 395); being the Northwest corner of the parcel of land owned by Myron P. Dressler, said point also described as lying Northerly 75 feet from the Northwest corner of Main and Jackson Streets, thence in a Southerly direction along the West boundary of said Dressler parcel a distance of 150 feet; to the TRUE POINT OF BEGINNING; thence in a Westerly direction along the Southerly boundary of Parcel 1 hereinabove a distance of 76 feet, more or less to the East boundary of Parcel C of the Parcel Map for S.O.K.W.S., a general partnership, filed as Document No. 84119; thence Southerly along said Easterly boundary a distance of 50 feet to the Southeast corner of said Parcel C, thence Easterly at right angles a distance of 76 feet more or les to the Southwest corner of the Myron P. Dressler parcel; thence Northerly along said West Dressler boundary a distance of 50 feet to the TRUE POINT OF BEGINNING.

Assessors Parcel No. 25-302-05.

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

'96 APR 25 P3:22

**386262**

**BK0496PG479J**

LINDA SLATER  
RECORDER  
\$9.00 PAID *K2* DEPUTY