

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 29th day of MAY, 1996, between
BRUCE BORK, an unmarried man, herein called TRUSTOR,
whose address is: P.O. BOX 4466, STATELINE, NV 89449
and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation,
herein called TRUSTEE, and

MARTHA MINTON, an unmarried woman, 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:

Lot 10 as set forth on that certain final map Lakeside Cove
Resort, a Planned Unit Development recorded June 28, 1993, in
Book 693, page 6211, as Document No. 311003.

Together with an undivided 1/11th interest in Lot 12 (common
area) as set forth on the herein above mentioned subdivision.

Excepting therefrom any portion of the hereinabove described
premises lying below the High Water Elevation of 6228 feet
above sea level.

Assessors parcel no. 03-200-23

**THIS DEED OF TRUST IS SECOND & SUBORDINATE TO FIRST
DEED OF TRUST IN THE AMOUNT OF \$184,000.00 RECORDED
6-4-96 IN BOOK 696, PAGE 305, OFFICIAL
RECORDS, DOUGLAS COUNTY, NEVADA.**

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 \$ 8,000.00
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 per-
formance 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.

Bruce Bork

BRUCE BORK

STATE OF NEVADA)

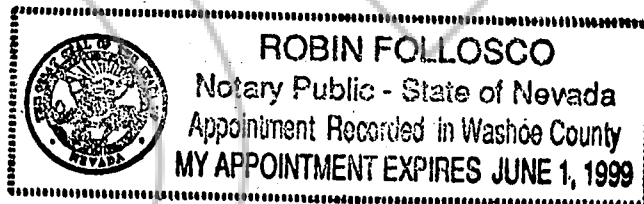
COUNTY OF DOUGLAS)

) SS.
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On May 29, 1996, personally appeared before me, a Notary Public, Bruce Bork

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.

Robin Folloso
Notary Public



WHEN RECORDED, MAIL TO:

MARTHA MINTON
3792 Archwood Road
Cameron Park, CA 95682

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

96 JUN -4 11:44

LINDA SLATER
RECORDER

PAID *LD* DEPUTY

389271

BK0696P60317