

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

3

ORDER NO.: 188153MA

THIS DEED OF TRUST, made this 16th day of July, 1996, between

JAMES P. MEENAN and CHARLEEN MEENAN, husband and wife, herein called TRUSTOR,

whose address is P. O. Box 226, Glenbrook, Nevada 89413 (number and street) (city) (state) (zip) and

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, Trustee and

KAFOURY, ARMSTRONG AND COMPANY PROFIT-SHARING PLAN AND TRUST, as to an undivided 58.2524% interest; and RAYMOND C. RUDE and INA MAE RUDE, TRUSTEES OF THE RUDE FAMILY, herein called BENEFICIARY, TRUST DATED JULY 1, 1992, as to an undivided 41.7476% interest

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 3; as shown on the map of Glenbrook Unit No. 1, filed in the Office of the County Recorder of Douglas County, State of Nevada, on June 1, 1977 as Document No. 09693 Official Records of Douglas County, State of Nevada.

TOGETHER WITH a membership of Glenbrook Homeowners Association subject to the provisions of the Articles of Incorporation and By-laws of said Association.

DUE ON SALE CLAUSE:

SHOULD THE REAL PROPERTY DESCRIBED HEREIN, OR ANY PART OF IT, OR ANY INTEREST IN IT BE SOLD, OR IF IT IS AGREED THAT IT WILL BE SOLD, CONVEYED, OR ALIENATED BY THE TRUSTOR, ALL OBLIGATIONS SECURED BY THIS DEED OF TRUST, WITHOUT REGARD OF THE MATURITY DATES EXPRESSED HEREIN, AT THE OPTION OF THE HOLDER SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the 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 \$ 515,000.00 with 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 | Off. Rec. | | 000-52876 | Lincoln | 73 Off. Rec. | 248 | 86043 |
| Churchill | Off. Rec. | | 224333 | Lyon | Off. Rec. | | 0104086 |
| Clark | 861226 Off. Rec. | | 00857 | Mineral | 112 Off. Rec. | 352 | 078762 |
| Douglas | 1286 Off. Rec. | 2432 | 147018 | Nye | 558 Off. Rec. | 075 | 173588 |
| Elko | 545 Off. Rec. | 316 | 223111 | Pershing | 187 Off. Rec. | 179 | 151646 |
| Esmeralda | 110 Off. Rec. | 244 | 109321 | Storey | 055 Off. Rec. | 555 | 58904 |
| Eureka | 153 Off. Rec. | 187 | 106692 | Washoe | 2464 Off. Rec. | 0571 | 1126264 |
| Humboldt | 223 Off. Rec. | 781 | 266200 | White Pine | 104 Off. Rec. | 531 | 241215 |
| Lander | 279 Off. Rec. | 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 therefor 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.

STATE OF NEVADA

SS

COUNTY OF DOUGLAS

ON July 20, 1996

personally appeared before me, a Notary Public, James P. Meenan and Charlene Meenan

James P. Meenan
CHARLENE MEENAN

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Marilyn L. Bigham
Notary Public

MARILYN L. BIGHAM
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No. 95-00884-5 - EXPIRES NOV. 6, 1999

WHEN RECORDED MAIL TO:

Western Title Company
P. O. Box 385
Minden, Nevada 89423

392588

BK0796PG3516

FOR RECORDER'S USE
REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 JUL 23 P3:28

LINDA SLATER
RECORDER

\$7.00 PAID DEPUTY