

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 28TH day of June 1996, between

JOE J. GAUDREULT AND WENDE J. GAUDREULT, husband and wife, as joint tenants, herein called TRUSTOR,

whose address is: 13721 GLENOAKS BLVD., SYLMAR, CA 91342

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

GARRY DEN HEYER AND CAROL JUNE DEN HEYER, husband and wife as joint tenants as to an undivided 71.81% percent interest and EARL V. KESSLER AND PAT L. KESSLER, husband and wife as community property as to an undivided 28.19% percent 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 NOS: 37-123-13 37-123-14

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 \$ 125,000.00 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 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.



JOE J. GAUDREULT



WENDE J. GAUDREULT

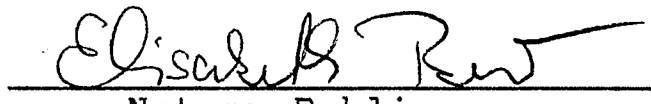
STATE OF NEVADA

COUNTY OF DOUGLAS

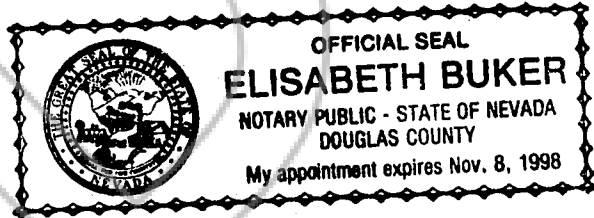
On JULY 22ND, 1996, personally appeared before me,
a Notary Public,

JOE J. GAUDREULT AND
WENDE J. GAUDREULT

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.



Notary Public



WHEN RECORDED, MAIL TO:

Go Garry Den Heyer & Carol June Den Heyer
1480 Main Street
Gardnerville, Nv 89410

392602

BK0796PG3557

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1:

A parcel of land being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 10 North, Range 22 East, M..D.B.&M., and being more particularly described as follows:

PARCEL A, as set forth on that certain Parcel Map for RAYMOND L. TESTER, filed for record in the Office of the County, Recorder of Douglas County, Nevada, on March 12, 1984, as Document No. 98010.

TOGETHER WITH an appurtenant 10 foot waterline easement for water from the existing well on Parcel B, as appropriated under State Permit No. 47318, as set forth on that certain Parcel Map for RAYMOND L. TESTER, recorded on March 12, 1984, as Document No. 98010, Douglas County, Nevada Records.

Also together with that portion of said land as abandoned by Douglas County, in Abandonment recorded August 21, 1992, in Book 892, at Page 3271, as Document No. 286408.

Reference is made to Record of Survey #27 for Douglas County recorded August 18, 1992, in Book 892, Page 2703, as Document No. 286179.

Assessors Parcel No. 37-123-13

PARCEL 2:

A parcel of land being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 10 North, Range 22 East, M.D.B.&M., and being more particularly described as follows:

PARCEL B, as set forth on that certain Parcel Map for RAYMOND L. TESTER, filed for record in the office of the County Recorder of Douglas County, Nevada on March 12, 1984 as Document No. 98010.

Also together with that portion of said land as abandoned by Douglas County, in Abandonment recorded August 21, 1992, in Book 892, at Page 3271, as Document No. 286408.

Continued on next page

Order No. 96010612

Reference is made to Record of Survey #27 for Douglas County recorded August 18, 1992, in Book 892, Page 2703, as Document No. 286179.

Assessors Parcel No. 37-123-14

COPY

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

'96 JUL 23 P4:01

392602

BK 0796 PG 3559

LINDA SLATER
RECORDER

\$ 10.00 PAID *AK* DEPUTY