

~~Valley Installment & Collection
P.O. Box 21417
Reno, Nevada 89515-1417~~

**ALL INCLUSIVE DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

BY THIS DEED OF TRUST, made this 8th day of November,
1996, between CHUCK DICKERSON AND TERRI DICKERSON
husband and wife, herein called TRUSTOR, whose
address is _____, and MARQUIS TITLE &
ESCROW, a Nevada Corp. herein called TRUSTEE, and ARTHUR H. SCHALK AND DOROTHY M. SCHALK
husband and wife as Joint Tenants with right of survivorship
herein called Beneficiary, whose address is 40 4886 Bellmead Dr. Sarasota, FL 34232
Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with
power of sale, that property in the County of Douglas, State of
Nevada, being Assessor's Parcel Number 21-202-11, and specifically
described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

Trustor ALSO ASSIGNS to Beneficiary all rents, issues and profits
from said real property and all appurtenances thereof, including all water,
mineral, timber and crop rights transferred, RESERVING, HOWEVER, the right
to collect and use the same as long as there is no existing default
hereunder, AND DOES HEREBY AUTHORIZE Beneficiary to collect and recover the
same in the name of Trustor or his successor in interest by use of any lawful
means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness
evidenced by the promissory note of even date herewith in the principal sum
of ONE HUNDRED THREE THOUSAND EIGHT HUNDRED NINETY FIVE AND 45/100
DOLLARS (\$ 103,895.45)
payable to Beneficiary or order (hereinafter referred to as "the Note"); (2)
Payment of any additional sums and advances hereafter made by Beneficiary or
his assignee to or for the benefit of Trustor or his successor in ownership
of the real property encumbered hereby; (3) Performance of each agreement of
Trustor incorporated by reference or contained herein.

This is an All Inclusive Deed of Trust and is subject and
subordinate to the following Deed(s) of Trust now of record securing certain
notes, the unpaid principal balance of which is included in the Note and
which the Beneficiary herein has agreed to pay as per the terms thereof
PROVIDING Trustor is not in default in the payment of the Note secured by
this Deed of Trust:

(1) Deed of Trust dated March 27, 1995 and recorded in the office of the
Recorder of Douglas County, Nevada, on March 31, 1995, at
Book 395, page 5011, as Document Number 359137,
executed by ARTHUR H. SCHALK AND DOROTHY M. SCHALK as Trustor in which
PRIMERIT BANK, a Federal Savings Bank is named as
Beneficiary and HOME TRUSTEE, INC., a Nevada Corporation as Trustee.

Should the within beneficiary default in payment of any installments
due under any said prior Deed of Trust, the Trustor herein may make said
payments, including late charges, penalties and/or advances, direct to the
Beneficiary of said prior Deed of Trust and any and all payments so made
shall be credited against the installments due on the Note secured by this
Deed of Trust.

Notwithstanding any provision to the contrary herein contained, in
the event of a Trustee's sale in furtherance of the foreclosure of this Deed
of Trust, the balance then due on the note secured hereby, for the purposes
of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of

INITIAL
[Handwritten initials]

principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this all-inclusive deed of trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligation/s, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which beneficiary, his successors, or assigns, may by law be permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 Trustee may charge a fee of up to Fifty Dollars (\$50) for each change in parties.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

SIGNATURE OF TRUSTOR

Chuck Dickerson

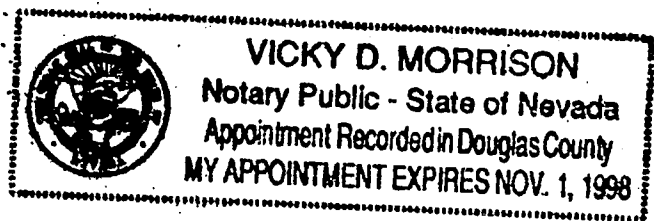
CHUCK DICKERSON

Terri Dickerson

TERRI DICKERSON

STATE OF NEVADA)
) SS
 COUNTY OF Douglas)

On November 15, 1996, before me, a notary public, personally appeared Chuck Dickerson and Terri Dickerson, personally known or proved to me to be the person(s) whose name(s) are subscribed to the above instrument who acknowledged that they executed the instrument.



Vicky D. Morrison
 Notary Public

401732
 BK 1196 PG 4411

EXHIBIT "A"
DESCRIPTION

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

BEGINNING at a point that bears North 61° 32' 20" East, a distance of 1,131.10 feet from the Southwest Section corner of Section 34, Township 14 North, Range 20 East, M.D.B.&M.; thence North 89° 58" East, a distance of 302.50 feet to a point; thence South 0° 03' West, a distance of 144.00 feet to a point; thence South 89° 58' West, a distance of 302.50 feet to a point; thence North 0° 03' East, a distance of 144.00 feet to a point is the Point of Beginning, being the South 144 feet of the North 288 feet of the East ½ of Lot 23 of Artemisia Subdivision.

Assessor's Parcel No. 21-202-11.

COPY

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA.

'96 NOV 25 P4:58

LINDA SLATER
RECORDER

\$ 9.00 PAID *KJ* DEPUTY

401732

BK 1196 PG 44 | 2