No. F73833CA

WHEN RECORDED MAIL TO:
BING CONSTRUCTION CO.
P.O. BOX 487

MINDEN, NV 89423

THIS DEED OF TRUST, made December 19

LEVERTY, INC., a Nevada corporation, herein "Trustor", w

THIS DEED OF TRUST, made December 19 , 1996, between DONALD R.

LEVERTY, INC., a Nevada corporation, herein "Trustor", whose address is:

P.O. BOX 439 GENOA, NV 89411 , WESTERN TITLE COMPANY, INC., a Nevada corporation, herein "Trustee", and BING CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation, herein "Beneficiary", whose address is:

P.O. BOX 487 MINDEN, NV 89423

WITNESSETH: That Trustor hereby grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lot 43, in Block J, as said lot and block are set forth on the Final Map entitled GENOA LAKES PHASE 1, a Planned Unit Development, recorded March 16, 1993, in Book 393 of Official Records, at Page 3260, Douglas County, Nevada, as Document No. 302137.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$310,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

BY THE EXECUTION OF THIS DEED OF TRUST and the note or notes secured hereby, the parties hereto agree that provisions (1) through (15) of the Master Form Deed of Trust recorded November 7, 1996, as Document No. 400487, Official Records, Douglas County, Nevada, are hereby adopted and incorporated herein; that they will observe and perform said provisions; and that the references to property, obligations and parties, in said provisions, shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust. The provisions so adopted and included herein are printed on the reverse side hereof.

If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

DONALD R/ LEVERTY, INC.

1 X DX

Donald R. Feverty, President

STATE OF NEVADA

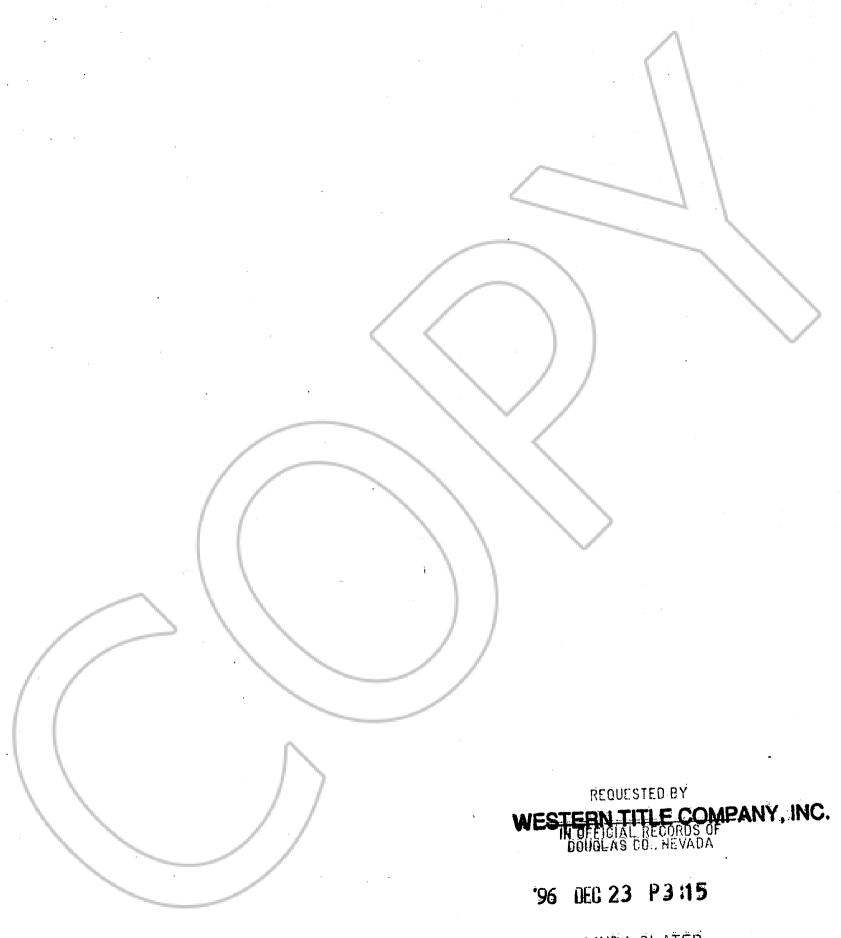
SS

COUNTY OF DOUGLAS

This instrument was acknowledged before me on December 20 96, by DONALD R. LEVERTY, as President of DONALD R. LEVERTY, INC

Notary Public

C. ACEVES
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES AUG. 14, 1996



**403484** BK | 296PG3844 LINDA SLATER
RECORDER
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