

When Recorded, Mail to:

Escrow No. 970661VM

Marquis Title & Escrow I.C. Dept  
P.O. Box 2128  
Minden, NV 89423

This document is recorded as an accomodation  
and without liability for the consideration  
therefore or as to the validity or sufficiency  
of said instrument or for the effect of such  
recording on the title of the property involved.

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

BY THIS DEED OF TRUST, made this 20th day of March,  
1997, between RICHARD L. FROCK, JR., an unmarried man herein called TRUSTOR, whose  
address is P.O. Box 2727, Minden, Nevada 89423, and MARQUIS TITLE &  
ESCROW, a Nevada Corp herein called TRUSTEE, and JERRY BLADES AND REGINA BLADES, husband  
and wife as Joint Tenants with right of survivorship  
herein called Beneficiary, whose address is \_\_\_\_\_,

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 21-140-75, and specifically  
described as:

Parcel B-1, as set forth on that certain Parcel Map No. 14 for Raymond M. Smith, a  
Division of Parcel B of Parcel Map Document No. 121871, filed for record on December  
31, 1992, in Book 1292, Page 5173, as Document No. 296418.

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 TWO HUNDRED SIXTY FOUR THOUSAND AND NO/100----- DOLLARS (\$ 264,000.00)  
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 February 3, 1994 and recorded in the office of the  
Recorder of Douglas County, Nevada, on February 8, 1994, at  
Book 294, page 1580, as Document Number 329682,  
executed by JERRY BLADES as Trustor in which  
BING CONSTRUCTION, INC., a Nevada Corporation is named as  
Beneficiary and Stewart Title of Douglas County, a Nevada Corporation as Trustee.  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR SECOND DEED OF TRUST

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

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.		602747	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

Richard L. Frock, Jr.  
RICHARD L. FROCK, JR.

VICKY D. MORRISON

Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
MY APPOINTMENT EXPIRES NOV. 1, 1998

STATE OF NEVADA )  
 ) SS  
COUNTY OF Douglas )

On March 21, 1997, before me, a notary public, personally appeared Richard L. Frock, Jr., personally known or proved to me to be the person(s) whose name(s) he subscribed to the above instrument who acknowledged that he executed the instrument.

Vicky D. Morrison  
Notary Public

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EXHIBIT "A"

(2) Deed of Trust dated February 1, 1994 and recorded in the office of the Recorder of Douglas County, Nevada, on February 1994, at executed by Jerry Blades as Trustor in which Raymond M. Smith is Beneficiary and Stewart Title of Douglas County Title is Trustee and which said deed of trust was assigned to Bing Construction, a Nevada Corporation which was recorded June 13, 1995 in Book 695, Page 1846, as Document No. 363965 of Official Records of Douglas County, Nevada.

COPY

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

'97 MAR 21 P3:37

0408895  
BK0397PG3375

LINDA SLATER  
RECORDER  
\$9.00 PAID *KJ* DEPUTY