

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS DEED OF TRUST, made this 26 day of August, 1997,

between, RANDALL WILLS AND SHERRY L. WILLS husband and wife, as Joint Tenants with right of survivorship herein called TRUSTOR

whose address is P.O. Box 1600 Minden, Nevada 89423

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

VITA SLOAN, TRUSTEE OF THE VITA SLOAN FAMILY TRUST DATED MARCH 27, 1997, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. 37-302-01, more specifically described as follows:

Lot 116, as shown on the Official Map of TOPAZ RANCH ESTATES, UNIT NO. 3, filed for record in the Office of the Douglas County Recorder, on March 31, 1969, as Document No. 44091, Official Records.

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.

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 \$ 70,000.00 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 evidence 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC NO., COUNTY, BOOK, PAGE, DOC NO. listing various Nevada counties and their associated deed records.

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.

Signature of Randall Willis, RANDALL WILLS

Signature of Sherry L. Willis, SHERRY L. WILLS

STATE OF NEVADA COUNTY OF Douglas

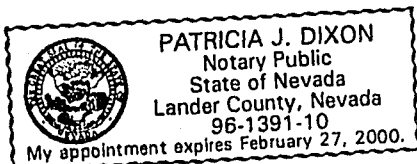
On 8-27-97 personally appeared before me, a Notary Public Wills L. Randall & Sherry Willis

who acknowledged that they executed the above instrument.

Signature of Notary Public Patricia J. Dixon

WHEN RECORDED MAIL TO

VITA SLOAN 3566 Arcadia Carson City, Nevada 89705



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

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LINDA SLATER RECORDER \$7.00 PAID TO DEPUTY