Order No. 201321SG	
When Recorded Mail To: JOHN J. MACSWEEN 1650 COLORADO STREE	T CARSON CITY, NV 89701
	DEED OF TRUST WITH ASSIGN

Space above this line for recorder's use

MENT OF RENTS

THIS DEED OF TRUST, made

SEPTEMBER 8, 1997

between

MICHAEL J. COFANO AND LORI COFANO, husband and wife as joint tenantsTRUSTOR, whose address is 1490 SANCHEZ RD GARDNERVILLE, NV 89410

(Number and Street)

(State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

TRUSTEE, and

THE HOSEIT, BARRINGTON, MACSWEEN PARTNERSHIP

BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

DOUGLAS , County of

, State of NEVADA described as:

LOT 12 AS SET FORTH UPON THAT SUBDIVISION MAP ENTITLED WILDHORSE ANNEX UNIT NO. 1, A PLANNED UNIT DEVELOPMENT, RECORDED JANUARY 6, 1994 IN BOOK 194 AT PAGE 1080, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA AS DOCUMENT NO. 327012.

DUE ON SALE CLAUSE

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR(S) HEREIN, OF BY THE OPERATION OF LAW OR OTHERWISE, WITHOUT THE BENEFICIARIES PRIOR WRITTEN CONSENT, BENEFICIARY MAY AT BENEFICIARIES OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

***THIS DOCUMENT IS BEING RE-RECORDED TO SHOW THE CORRECT LOT NUMBER

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 \$ 38,000.00 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 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 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	ВООК	PAGE	DOC. NO.	COUNTY	воок	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.	74	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	Nya	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	Storev	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
1 \		1	h.	White Pine	295 R. E. Records	258	.07152

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

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 above set forth.

STATE OF NEVADA SS. County of <u>DOUGLAS</u> personally appeared before me, a Notary Public, MICHAEL J. COFANO AND

LORI COFANO

who acknowledged that The executed the above

Notary Public

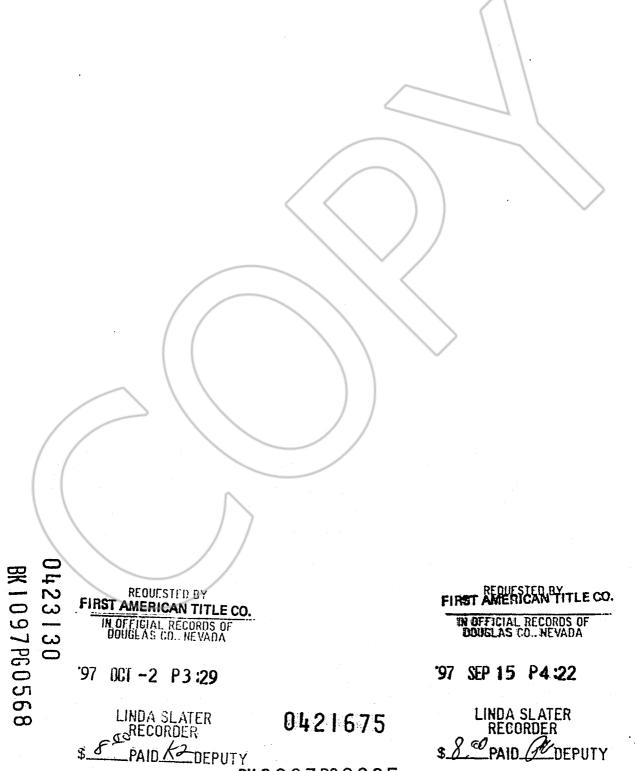
SHARON GOODWIN Notary Public - State of Nevada Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JUNE 14, 1939

Signature of Trustor

LORI

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