

Order No. _____

Escrow No. 201480sg

When Recorded Mail To:

WHM
P.O. BOX 11355 SO LAKE TAHOE, CA 96155

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made SEPTEMBER 23, 1997

between

DENNIS J. DUPREE, a single man

, TRUSTOR,

whose address is 4256 KYLE DRIVE #6 WELLINGTON, NV 89444
(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

TRUSTEE, and

NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN
(NSI PSP)

BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the
, County of DOUGLAS , State of NEVADA described as:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

"SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN"

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, OR 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. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

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 \$ 58,000.00 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	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.

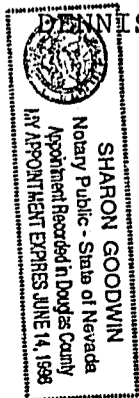
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
) ss.
County of DOUGLAS)

Signature of Trustor

Dennis J. Dupree

On 9-29-97
personally appeared before me, a Notary Public,
DENNIS J. DUPREE



who acknowledged that he executed the above instrument.
Sharon Goodwin Notary Public



0423353

BK 1097PG 1092

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the section corner to Sections 11, 12, 13, and 14, in Township 10 North, Range 22 East, M.D.B.&M., thence South 06°35' 24" West 101.97 feet, South 00°17' West, 1232.87 feet; South 64°40'43" East, 514.92 feet; South 25°26'11" West, 1242.12 feet to a point in the centerline of a 60 foot easement known as Kyle Drive; thence along said centerline South 64°45' East, 640.00 feet to the true point of commencement thence from the true point of commencement, South 25°15' West, 535.00 feet; thence South 74°09'17" East, 1104.96 feet; thence North 10°09' East, 385.00 feet to a point in the centerline of said Kyle Drive; thence along said centerline along a curve to the right, with a radius of 500 feet with a central angle of 15°06' an arc distance of 131.77 feet; thence North 64°45' West, 859.56 feet to the true point of commencement.

Together with a non-exclusive easement for road and utility purposes over, on and across Kyle Drive and Besler Way (60 foot easement), as shown on the certain Record of Survey, filed for record October 10, 1969 under Recorder's Serial No. 45991, Map Book 1, Douglas County records.

EXCEPTING THEREFROM commencing at the Section corner common to sections 11, 12, 13, and 14, Township 10 North, Range 22 East, M.D.B. &M., thence South 19°32' 15" East 3416.96 feet to the TRUE POINT OF BEGINNING thence South 64°45'00" East 124.56 feet to the beginning of a curve to the left and concave to the North with a radius of 500.00 feet and central angle of 15°06'00"; thence along said curve an arc length of 131.77 feet; thence leaving said curve South 10°09'00" West 385.00 feet; thence North 74°09'17" West 359.95 feet; thence North 25°15'00" East 413.26 feet to the point of beginning.

EXCEPTING THEREFROM commencing at the Section corner common to Sections 11, 12, 13, and 14, Township 20 North, Range 22 East, M.D.B.&M., thence South 19°32'15" East 3461.96 feet to the TRUE POINT OF BEGINNING thence South 25°15'00" West a distance of 413.26 feet; thence North 74°09'17" West a distance of 258.47 feet; thence North 25°15'00" East a distance of 455.49 feet; thence South 64°45'00" East a distance of 255.00 feet to the True Point of Beginning.

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 OCT -6 P3:26

LINDA SLATER
RECORDER

\$ 8.00 PAID *A* DEPUTY

0423353

BK 1097 PG 1093