

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made APR 30 98, between JEFFREY K KIRBY & WENDY L KIRBY, HUSBAND AND WIFE AS JOINT TENANTS, whose address is 1293 B ZINFANDEL GARDNERVILLE, Nv 89410, herein called TRUSTOR, Western Title Company, Inc., a Nevada Corporation, herein called TRUSTEE, and Thomas K Pischel as to an undivided \$80,000 and Robert Kneppel as to an undivided \$65,000 Tenants in Common, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas County, Nv described as:

Lot 240 as set forth on the Final Map of Wildhorse Unit No.6, a Planned Unit Development, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 15, 1994, in Book 394, at Page 2741, as Document No. 332336.,

Together with the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$145,000.00 (One Hundred Forty Five Thousand ), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that is 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 book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	STATE	BOOK	PAGE	DOC. NO.
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Douglas	Nevada	1286 Off. Rec.	2432	147018
Elko	Nevada	545 Off. Rec.	316	223111
Lyon	Nevada			0104086
Washoe	Nevada	2464 Off. Rec	0571	1126264
Carson	Nevada			000-52876
Churchill	Nevada			224333
Lander	Nevada	279 Off. Rec.	034	137077

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 attached hereto) 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$75.00 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.

*JKK* DATE 5-1-98  
 JEFFREY K. KIRBY

*Wendy L. Kirby* DATE 5-1-98  
 WENDY L. KIRBY

STATE OF NEVADA )  
 COUNTY OF DOUGLAS )

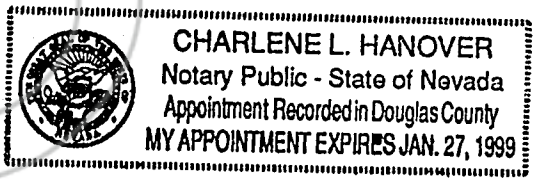
On 5/1/98, before me, the undersigned, a notary public in and for said State personally appeared JEFFREY R. KIRBY AND WENDY L. KIRBY

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature *Charlene L. Hanover*

Name CHARLENE L. HANOVER  
 NOTARY PUBLIC



Escrow Number M75500CH  
 Loan Number KPKI2668

RECORDING REQUESTED BY:  
 Thomas K Pischel  
 WHEN RECORDED RETURN TO:  
 HENRY R. BUTLER  
 603 E. Robinson Street  
 Carson City, Nv 89701

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA

'98 MAY -4 A11 :55

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LINDA SLATER  
 RECORDER  
 \$ PAID KA DEPUTY

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