

ESCROW NO.: August
ORDER NO.: 98100570

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20 day of August, 1998,

between, CHARLES LAYER AND SHERI LAYER, husband and wife herein called TRUSTOR

whose address is,

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

STEAMBOAT SPRINGS INC., a Nevada Corporation, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No.23-080-03 and 23-080-04, more specifically described as follows:

Lots 35 and 36, as shown on that certain map entitled PIONEER HEIGHTS SUBDIVISION, UNIT NO. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on March 13, 1961, as Document No. 17360.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DUE ON SALE CLAUSE

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 \$ 8,000.00 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:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off.Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall insure 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 the a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

[Signature of Charles Layer]

CHARLES LAYER

[Signature of Sheri Layer]

SHERI LAYER

STATE OF NEVADA
COUNTY OF DOUGLAS

On Aug. 21, 1998

personally appeared before me, a Notary Public

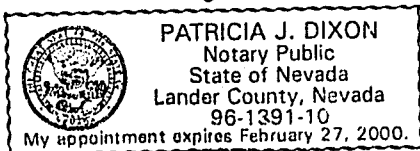
Charles Layer & Sheri Layer

who acknowledged that they executed the above instrument.

[Signature of Patricia J. Dixon]
Notary Public

WHEN RECORDED MAIL TO

DOROTHY A. TOWNE
16006 S. Virginia Road
Reno, NV 89511



0447579

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EXHIBIT "A"

DUE ON SALE CLAUSE

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 WRITTEN 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.

AFTER SEVEN (7) DAYS THE LATE CHARGE AS PROVIDED IN THE PREPRINTED PROVISIONS OF THIS DEED OF TRUST SHALL BE CHANGED TO TEN (10%) PERCENT OF THE INSTALLMENT DUE PLUS \$10.00 PER DAY, WHICH WILL BE ADDED TO THE PRINCIPAL BALANCE, UNTIL PAID.

COPY

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

'98 AUG 21 P4:41

0447579

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LINDA SLATER
RECORDER

\$ 8.00 PAID TO DEPUTY