

When Recorded Mail To:

David R. Hoy, Esq.
232 Court Street
Reno, Nevada 89501

DEED OF TRUST

THIS DEED OF TRUST, made this 3rd day of AUGUST, 1998, by and between JAMES B. McCORD, DARLENE McCORD, and RENAISSANCE PHARMACEUTICAL, INC., a Nevada corporation, as Trustor, and FIRST AMERICAN TITLE COMPANY OF NEVADA as Trustee, and BIBLE, HOY & TRACHOK, a Nevada professional corporation, as Beneficiary in its capacity as Trustee for STEPHEN R. HARRIS, GREGORY F. WILSON and BIBLE, HOY & TRACHOK, and such other creditors as Trustors and Beneficiary may agree upon in writing. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the City of Zephyr Cove, County of Douglas, State of Nevada, to wit:

Being a portion of Lot 2 of Section 34, Township 14 North, Range 18 East, M.D.B. & M. more particularly described as follows::

Parcel C as set forth on Parcel Map for Richard Doud and Roland Adams, recorded February 14, 1979, Book 279, Page 928, as Document No. 29957, Douglas County, Official Records.

Assessor's Parcel No. 03-192-26.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name or otherwise, collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

This Deed of Trust is given as security for the performance of Agreements and Promissory Notes between Trustors and Bible, Hoy & Trachok, Trustors and Gregory F. Wilson, and Trustors and Stephen R. Harris and such others as the Trustor and Beneficiary may agree upon. **THE TOTAL INDEBTEDNESS UNDER THIS DEED OF TRUST SHALL BE TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).**

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (amount of insurance, none), 3, 4 (interest 1% per month), 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) at the address herein, abc, and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

TENTH: IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR, BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATED EXPRESSED THEREIN, SHALL, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, IMMEDIATELY BECOME DUE AND PAYABLE.

ELEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

James B. McCord
James B. McCord

Darlene McCord
Darlene McCord

RENAISSANCE PHARMACEUTICAL, INC.


By Darlene McCord
Darlene McCord, President

By James B. McCord
James B. McCord, Chief Executive Officer

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 3rd day of August, 1998, before me, a Notary Public in and for said State, personally appeared James B. McCord and Darlene McCord, personally known or proved to me to be the person(s) described in and who acknowledged that they executed the above instrument.

Jean Prince
Notary Public

 JEAN PRINCE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 91-0761-2 - EXPIRES DEC. 7, 1999

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 3rd day of August, 1998, before me, a Notary Public in and for said State, personally appeared James B. McCord and Darlene McCord, personally known or proved to me to be the persons described in and who acknowledged that they executed the above instrument on behalf of Renaissance Pharmaceutical, Inc., a Nevada corporation.

Jean Prince
Notary Public

Page J JEAN PRINCE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 91-0761-2 - EXPIRES DEC. 7, 1999

0454952
BK 1198 PG 5860

REQUESTED BY
Bible Hoy + Trachok
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 NOV 24 P2:04

0454952

BK 1198PG5861

LINDA SLATER
RECORDER

\$ 11.00 PAID 12 DEPUTY