## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this

28TH

January , 1999

between, JAMES MICHAEL HICKEY, TRUSTEE OF THE JAMES MICHAEL HICKEY FAMILY TRUST DATED JULY 29, 1981 AND AS AMENDED AND RESTATED ON JUNE 7, 1995

day of

herein called TRUSTOR

whose address is 1700 County Road Minden, Nevada 89423

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

CHRIS HENRY GANSBERG AND FAYE ELLEN GANSBERG, husband and wife as Joint Tenants with right of survivorship, as to an undivided 77.7778% interest LAGUNAK PROFIT SHARING PLAN, as to an undivided 11.1111% interest LAGUNAK PROFIT SHARING MONEY PURCHASE PENSION PLAN, as to an undivided 11.1111% interest

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. 25-460-01, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION AND 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 \$ 450,000.00 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	воок	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
Landar	279 Off Pec 🥒	034	137077	- N			

shall inure 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 that 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.

JAMES MICHAEL HICKEY /TRUSTEE OF THE JAMES MICHAEL HICKEY FAMILY TRUST DATED JULY 29, 1981 AND AS AMENDED AND RESTATED ON

JUNE 7, 1995

MIES MICHAEL HICKEY Trustee

STATE OF NEVADA COUNTY OF DOUGLAS

On February 3, 1999

personally appeared before me, a Notary Public

James Michael Hickey

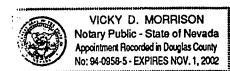
who acknowledged that he executed the above

instrument

Notary Public

WHEN RECORDED MAIL TO

Mr. & Mrs. Chris Gansberg 277 Foothill Rd. Markleville, CA 96120



## **EXHIBIT "A"**

A Parcel of land lying within a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Commercial Parcel "A-1-1", as shown on Parcel Map No. 2 for Mackland and Cattle Co., recorded in Book 185, Page 2070, as Document No. 112841, Douglas County, Nevada, Recorders Office, also described as a point on the East Right-of-Way line of State Highway 88; thence along said East Right-of-Way line North 00° 53' 30" East, 438.60 feet to the <u>Point of Beginning</u>; thence continuing North 00° 53' 30" East, 265.91 feet; thence along the arc of a curve to the right having a delta angle of 73° 56' 30" a radius of 20.00 feet and an arc length of 25.81 feet; thence North 74° 50' 00" East along the South Right-of-Way line of County Road, 124.03 feet; thence South 15° 10' 00" East, 160.00 feet; thence North 74° 50' 00" East, 41.00 feet; thence South 15° 10' 00" East, 110.00 feet; thence South 74° 50' 00" West, 257.81 feet to the <u>Point of Beginning</u>:

Reference is made to Record of Survey recorded January 15, 1986, in Book 186, Page 1133, as Document No. 129468, Douglas County Records.

Assessor's Parcel No. 1320-30-801-001 (old apn 25-460-01).

## DUE ON SALE

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 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.

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MARQUIS TITLE & ESCROW, INC.

IN OF EIGHAL REGORDS OF
DOMESLAS CO.: NEVADA

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