

APN 1320-33-813-022  
1320-33-813-037  
1320-33-813-038  
1320-33-713-008

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

Escrow Number 99031173  
Loan Number EPRI4

THIS DEED OF TRUST, made JUN 15 99, between West Ridge Homes, Inc., A Nevada Corporation, whose address is 1528 Hwy 395 Suite 215 GARDNERVILLE, NV 89410, herein called TRUSTOR, STEWART TITLE MINDEN, herein called TRUSTEE, and ESTER PAVELKO AS TO \$40,000, TONY PAVELKO AS TO \$86,000, JEFFREY JANUS AS TO \$124,000, THE SNH TRUST AS TO \$124,000, AND ADEL NELS COMPANY AS TO \$124,000. 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 29, 44, 45, AND 46, BLOCK D, as set forth on the Final Subdivision Map FSM #1006-5 of CHICHESTER ESTATES, Phase 5, filed for record in the office of the County Recorder of Douglas County, State of Nevada on APRIL 9, 1999 in Book 499, at Page 1900, as Document No. 465364, official records of Douglas County, Nevada

Together with the rights to all governmental permits or licenses of all types and all personal property whether affixed to the property or not 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 \$498,000.00 (Four Hundred Ninety Eight 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. This trust deed shall constitute collateral for aqll loans to the borrower by other lenders of Butler Mortgage Co.

This deed of trust is given to secure a revolving line of credit (including all future advances) for the construction of buildings on the property pledged as collateral. While the Trustor has complied with the terms of the loan agreement the Lenders are obligated to make advances pursuant to their agreement.

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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.
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
Storey	Nevada	055	555	

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 \$150.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby, or for each beneficiary statement requested.

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.

Peter M. Beekhoff DATE 6/21/99  
 West Ridge Homes, Inc.

By: Peter M. Beekhoff DATE 6/21/99  
 Peter Beekhoff, President

STATE OF Nevada )  
 COUNTY OF Douglas )

On June 21, 1999, before me, the undersigned, a notary public in and for said State personally appeared Peter M. Beekhoff, Jr., 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.

J. M. Newman  
 Notary Public



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RECORDING REQUESTED BY:  
ADEL NELS CO.  
WHEN RECORDED RETURN TO:  
Butler Mortgage Co., Inc  
603 E. Robinson  
Carson City, Nv. 989701

COPY

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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'99 JUN 25 P4:08

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LINDA SLATER  
RECORDER  
\$ 9.00 PAID KZ DEPUTY