

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made October 13, 1999, between DWIGHT OLSEN and DIANE OLSEN, husband and wife, herein "Trustor", whose address is: 840 Regalia Gardnerville, NV 89410, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, herein "Trustee", and ROBERT M. TONER and CAROL TONER, husband and wife, as joint tenants with right of survivorship, herein "Beneficiary", whose address is: P.O. Box 573 Blue Jay, CA 92317,

WITNESSETH: That Trustor hereby grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Parcel 15-C-3 as shown on Parcel Map No. 2, for Raymond M. Smith and Scott M. Smith, Inc., a Nevada corporation, recorded in the Office of the County Recorder on July 18, 1994, in Book 794, Page 2458, as Document No. 342034, Official Records.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$32,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

BY THE EXECUTION OF THIS DEED OF TRUST and the note or notes secured hereby, the parties hereto agree that provisions (1) through (15) of the Master Form Deed of Trust recorded November 7, 1996, as Document No. 400487, Official Records, Douglas County, Nevada, are hereby adopted and incorporated herein; that they will observe and perform said provisions; and that the references to property, obligations and parties, in said provisions, shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust. The provisions so adopted and included herein are printed on the reverse side hereof.


If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.


Dwight Olsen


Diane Olsen

STATE OF Nevada)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on 10-13-99, 1999, by DWIGHT OLSEN and DIANE OLSEN.


Notary Public

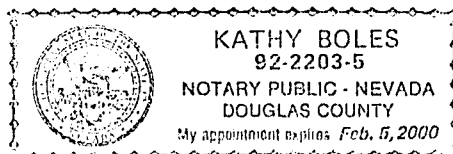
REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 20 AM 11:40

LINDA SLATER
RECORDER

\$ 7.00 PAID KJ DEPUTY



LAW OFFICES OF
OTTO & POPE
164 HUBBARD WAY
SUITE A
RENO, NEVADA 89502

0479095

BK 1099PG3537