

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20 day of October, 1999,

between, MICHAEL OWEN AND KATHY G. OWEN husband and wife
herein called TRUSTOR

whose address is 1308 Toiyabe Ave. Gardnerville, NV 89410

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

FONTELLA L. KIRK, a widow as to an undivided 28.33% interest (25,500.00) and JOSEPHINE FRANCES CASEBOLT, Trustee of THE CASEBOLT REVOCABLE TRUST DATED JUNE 30, 1994 as to an undivided 44.33% interest (\$39,900.00) AND JEAN IRIBARREN AND GRACE IRIBARREN husband and wife as Joint Tenants with right of survivorship as to an undivided 12.78% interest (\$11,500.00) AND DOROTHY DUTTON, a widow as to an undivided 14.56% interest (\$13,100.00)

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. 1220-04-510-029, more specifically described as follows:

Lot 17, as shown on the map of Carson Valley Estates Subdivision Unit No. 1, filed in the office of the County Recorder of Douglas County, Nevada, on July 19, 1965.

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.

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 \$ 90,000.00 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC NO., COUNTY, BOOK, PAGE, DOC NO. listing various counties and their respective recording details.

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.

Signature of Michael Owen, MICHAEL OWEN

Signature of Kathy G. Owen, KATHY G. OWEN

STATE OF NEVADA
COUNTY OF Carson City

On October 22, 1999
personally appeared before me, a Notary Public

Michael Owen and Kathy G. Owen

who acknowledged that he executed the above instrument.

Signature of Notary Public, Notary Public

WHEN RECORDED MAIL TO

Marquis Title & Escrow I.C. Dept.
1701 County Road Suite B
Minden, Nevada 89423

RISHELE L. BOESEN
Notary Public - State of Nevada
Appointment Recorded in Carson City
No: 99-549312 - EXPIRES APR. 20, 2003

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REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

1999 OCT 22 PM 3: 20

LINDA SLATER
RECORDER

\$ 7.00 PAID Bl DEPUTY

0479314
BK 1099PG4116