

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 25 day of FEBRUARY, 2000,

between, **ROY D. FRANCIS AND ELISABETH L. FRANCIS**, husband and wife as joint tenants
herein called **TRUSTOR**

whose address is **977 Arrowhead Drive Gardnerville, NV 89423**

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

LEMUEL W. THOMPSON AND JENNIE L. THOMPSON, as Co-Trustees for The Bill & Jennie Thompson Family Trust dated
March 22, 1998

, 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. **1221-19-002-022**, more specifically described as follows:

Situate in the southwest 1/4 of Section 19, Township 12 North, Range 21 East, more particularly described as follows:

Parcel 3 as set forth on Parcel Map #LDA 99-005 for Thompson Family Trust filed for record in the Office of the Douglas County
Recorder on August 10, 1999, in Book 999, Page 1715, as Document No. 476276, Official Records.

See Exhibit "A" attached hereto and amde a part hereof for 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.

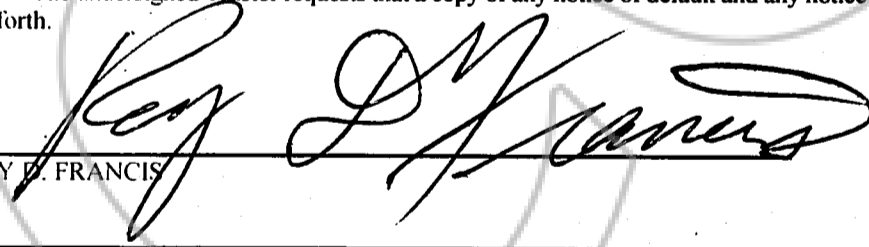
For the purpose of securing (1) payment of the sum of \$ **48,000.00** with interest thereon according to the terms of a promissory note or notes of even date
herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of 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:

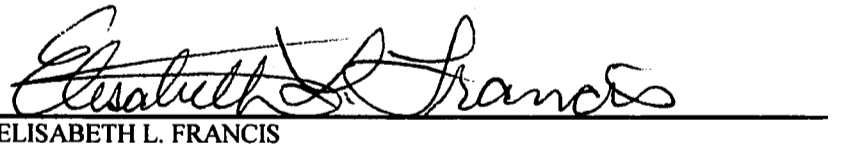
COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 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
Lander	279 Off. Rec.	034	137077				

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.



ROY D. FRANCIS

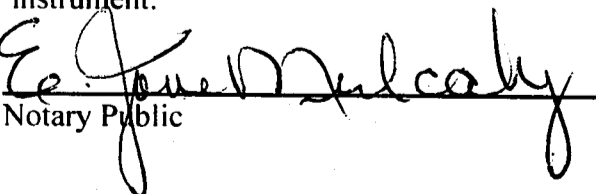


ELISABETH L. FRANCIS

STATE OF NEVADA
COUNTY OF Douglas
On February 28, 2000
personally appeared before me, a Notary Public

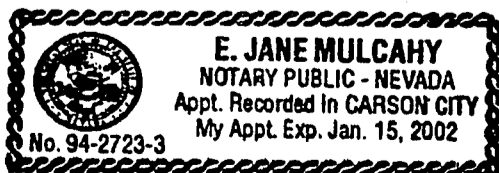
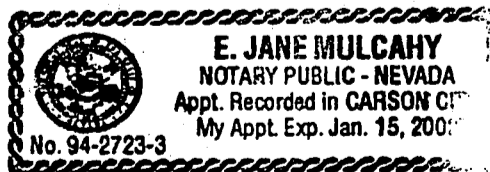
Roy D. Francis and Elisabeth L. Francis

who acknowledged that they executed the above
instrument.



Notary Public

WHEN RECORDED MAIL TO
Mr. & Mrs. Lemuel W. Thompson
P.O. Box 2912
Gardnerville, NV 89410



0487100
BK0200PG4709

EXHIBIT "A"

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.

COPY

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 FEB 29 PM 3: 12

LINDA SLATER
RECORDER,

\$8⁵⁰ PAID *[Signature]* DEPUTY

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BK0200PG4710