

Order No. _____

Escrow No. 2000-28476KJP

When Recorded Mail To: **Versafab, Inc.**
15919 Broadway, Gardena, CA 90248
Gardena, CA 90248

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IN ANY UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN. FIRST AMERICAN TITLE COMPANY OF NEVADA

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made October 13, 1999 between

MARLENE LADAGE, a married woman as her sole and separate property, TRUSTOR,
whose address is _____

(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and

VERSAFAB, INC., a California Corporation, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the _____, County of Douglas, State of NEVADA described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DUE ON SALE CLAUSE:

SHOULD THE REAL PROPERTY DESCRIBED HEREIN, OR ANY PART OF IT, OR ANY INTEREST IN IT BE SOLD, OR IF IT IS AGREED THAT IT WILL BE SOLD, CONVEYED, OR ALIENATED BY THE TRUSTOR, ALL OBLIGATIONS SECURED BY THIS DEED OF TRUST, WITHOUT REGARD OF THE MATURITY DATES EXPRESSED HEREIN, AT THE OPTION OF THE HOLDER SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

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 \$ \$495,000.00 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 evidenced 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 on January 30, 1968, 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	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

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 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
) ss.
County of Douglas)

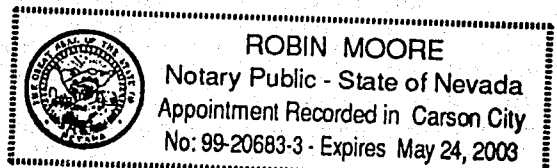
Signature of Trustor

[Signature]
MARLENE LADAGE

On May 31, 2000
personally appeared before me, a Notary Public,
MARLENE LADAGE

who acknowledged that he executed the above instrument.

[Signature]
Notary Public



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BK0600PG1246

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lots 8, Block D, of LINCOLN PARK, Lake Tahoe, Nevada, according to the Official Map, thereof, filed in the office of the County Recorder of Douglas County, Nevada, on September 7, 1921 as Document No. 305 and that parcel of land situated between the East end line of Lot 8, block D and the West right of way line of the State Highway more fully described as follows:

BEGINNING at the Southwest corner of Lot 8, Block D. Lincoln Park Subdivision, thence North $22^{\circ}46'40''$ East 50.00 feet to the Northwest corner of said Lot 8, thence South $67^{\circ}13'20''$ East 171.68 feet to a point on the westerly right of way line of U.S. Highway 50, thence on a curve concave to the East from which the radius bears North $66^{\circ}27'25''$ West a central angle of $06^{\circ}31'14''$, with a radius of 440.00 feet for an arc length of 50.08 feet (cord bearing of South $20^{\circ}16'58''$ West); thence leaving said right of way line, North $67^{\circ}13'20''$ West 191.86 feet to the TRUE POINT OF BEGINNING.

REQUESTED BY
FIRST AMERICAN TITLE CO.
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

2000 JUN -6 PM 3: 33

LINDA SLATER
 RECORDER

\$ 8.00 PAID KZ DEPUTY

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