

00021361

Escrow Number 98020815
Loan Number JOBA21535
A.P.N. _____

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS FOR ADDITIONAL SECURITY

THIS DEED OF TRUST, made JUL 13 00, between Edward A Barrington, An unmarried man, whose address is P.O. Box 1203 Carson City, NV 89702, herein called TRUSTOR, STEWART TITLE OF CARSON CITY, herein called TRUSTEE, and The Johnson Trust, Jerry Johnson, Trustee and Adel Nels Company as to equal undivided interests, 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 72, as set forth on that Subdivision map entitled Wildhorse Annex Unit No. 2, a Planned Unit Development, recorded October 10, 1994, Page 1490, of Official Records of douglas Colunty, Nevada as Document No. 348105. A.P.N. 21-340-03,

Together with the rights to all governmental permits or licenses of all types 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 (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$25,000.00 (Twenty Five Thousand Dollar) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon. This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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 provisons 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 oposite 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 |

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|-----------|--------|---------------|------|-----------|
| 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 \$75.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

This deed of trust is given as additional security for a construction loan and shall be released on the principle payment to The Johnson Trust, Jerry Johnson, Trustee and Adel Nels Company as to equal undivided interests of an \$25,000.00 (Twenty Five Thousand Dollar) principle reduction on that construction loan. All interest must be current.

The security cannot be released after any notice of default has been recorded. If the security is sold at a foreclosure sale, the primary security shall be sold first. If the lender is the only bidder or if the primary security sells for less than the amount owed to lender the lender may then sell the additional security. Both the primary security and the additional security may be sold at the same time and pursuant to the same default.

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.

Edward A. Barrington DATE 7-20-2000
Edward A Barrington

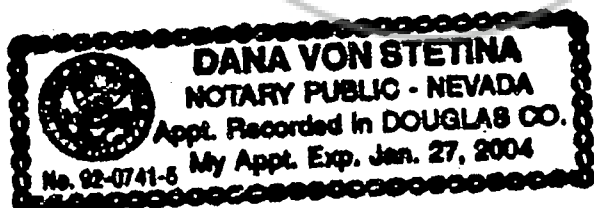
STATE OF Nevada)
COUNTY OF Carson City)

On July 20, 2000, before me, the undersigned, a notary public in and for said State personally appeared Edward A. Barrington, 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.

Signature Dana Van Stetina

Name Dana Van Stetina



NOTARY PUBLIC

Escrow Number 98020815
Loan Number JOBA21535

RECORDING REQUESTED BY:
The Johnson Trust
WHEN RECORDED RETURN TO:
Butler Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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2000 JUL 25 PM 3: 19

LINDA SLATER
RECORDER

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\$ ^{9.00} PAID *Bh* DEPUTY