

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS ALL-INCLUSIVE DEED OF TRUST, made this 4th day of August, 2000, between, JOHN W. HEZA and JOSEPHINE M. HEZA, husband and wife, herein called TRUSTOR, whose address is 400 S. SALIMAN, #98, CARSON CITY, NV 89701 and **MARQUIS TITLE & ESCROW, INC., a Nevada Corporation**, herein called TRUSTEE, and DAN EVANS, a single man, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. **1220-22-210-141**, more specifically described as follows:

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

Lot 621, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 29, 1973, in Book 573, Page 1026, as Document No. 66512, Official Records of Douglas County, State of Nevada.

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 rent, issues and profits.

For the Purpose Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one all-inclusive promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$40,000.00 executed by Trustor in favor of Beneficiary or order:

Underlying Obligations:

This is an all-inclusive deed of trust, securing an all-inclusive promissory note in the original principal amount of FORTY THOUSAND & NO/100 DOLLARS (\$40,000.00) (the Note) which includes within such amount the unpaid balance of the following:
(a) A promissory note in the original principal sum of FORTY THOUSAND & NO/100 DOLLARS (\$40,000.00), in favor of D. GERALD BING and JERRY J. BING, husband and wife as Payee, secured by a deed of trust recorded June 8, 2000, as Document No. 493715, in Book 0600, Page 2008, Official Records of Douglas County, State of Nevada.

(The Promissory Note secured by such deed of trust are hereinafter called the "Underlying Note")

Trustor and Beneficiary Mutually Agree:

(A) By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary covenants and agrees that provided Trustor is not delinquent or in default under the terms of the Note Secured hereby Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Note as and when the same become due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payment required by the terms of the Underlying Note until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Note at the time when Trustor is not delinquent or in default under the terms of the Note secured hereby, Trustor may, at Trustor's option make such payments directly to the holder of such underlying Note, in which event Trustor shall be entitled to credit against the next installment of principal and interest due under the terms of the Note secured hereby equal to the amount so paid and including, without limitations, any penalty, charges and expenses paid by the Trustor to the holder of the Underlying Note on account of Beneficiaries failing to make such payment. The obligations Beneficiary hereunder shall terminate upon the earliest of (i) foreclosure of the lien of this All-Inclusive Deed of Trust, or (ii) cancellation of the Note secured hereby and reconveyance of this All-Inclusive Deed of Trust.

Should Trustor be delinquent or in default under the terms of the Note secured hereby and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Underlying Note during the period of such delinquencies or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount secured hereby and shall immediately be payable to Beneficiary.

If at any time the unpaid balance of the Note secured hereby, accrued interest thereon, and all other sums pursuant to the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, is equal to or less than the unpaid principal balance of the Underlying Note and accrued interest thereon, the Note secured hereby, at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this Deed of Trust.

(B) Trustor and Beneficiary agree that in the event the proceeds of any condemnation awards or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Underlying Note in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount which shall be deemed applied to the last sums due under Note.

© At such times as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary thereunder shall be reduced by the then unpaid balance of principal and interest due on the Underlying Note.

(D) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may be not more than the sum of the following:

(i) The difference between the then unpaid balance of principal and interest on the Note secured hereby and then unpaid balance of principal and interest on the Underlying Note.

(ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus

(iii) The cost of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note secured hereby, for the purpose of the Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note, satisfactory evidence of which unpaid balance must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

THIS DEED OF TRUST IS BEING RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREOF OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.

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		00857	Mineral	112 Off. Rec.	352	078762
Douglas	Off. Rec.	2432	147018	Nye	558 Off. Rec	075	173588
Elko	1286 Off.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	545 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	110 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	153 Off. Rec.	034	137077				
	223 Off. Rec.						
	279 Off. Rec.						

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.

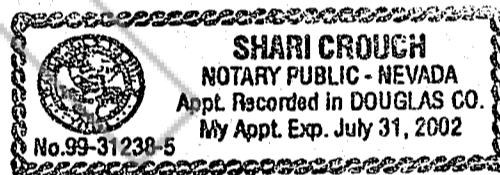
TRUSTOR:

BENEFICIARY:

JOHN W. HEZA

DAN EVANS

JOSEPHINE M. HEZA



STATE OF NEVADA
COUNTY OF DOUGLAS

On August 7, 2000, personally appeared before me, a Notary Public, DAN EVANS, JOSEPHINE M. HEZA and JOHN W. HEZA who acknowledged that they executed the above instrument.

WHEN RECORDED MAIL TO
DAN EVANS

1528 HWY. 395, NORTH, SUITE 240
GARDNERVILLE, NEVADA 89410

Notary Public

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

2000 AUG -9 AM 9:38

LINDA SLATER
RECORDER

\$8.00 PAID *KO* DEPUTY

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