THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMOLATION ONLY, NO LIABILITY, DEPOSED ON LIMBURY, DEPOSED ON LIMBURY FOR AS TO THE TRUE OF ACT.

WITCH VITLE TO ANY REAL PROPERTY DESCRIPTION TO SERVE

Escrow Number OOO 074 | Loan Number THJK1665 | 1320-02-001-071 | 1220-24-302-038

STEWNER THE OF DURING COUNTY

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

THIS DEED OF TRUST, made NOV 9 00, between JEFF KIRBY CONSTRUCTION, INC, A Nevada Corporation, whose address is 2972 San Mateo Minden, Nv 89423, herein called TRUSTOR, Stewart Title Company, Inc, a Nevada Corporation, herein called TRUSTEE, and Don E. Thran and Lois M. Thran, 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:

Parcel #1:

Parcel 2A, reflecting a Boundry Line Adjustment, being a portion of the N.W. 1/4 of Section 2, T.13N., R.20E., M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

Commencing at the center of Section 2; thence N 00 19'12" E, 621.74 feet; thence N 89° 54' 13" W, 332.08 feet; thence N 00° 02'00" E, 620.93 feet to a point on the Southerly right of way line of Hyde Street; thence along the Southerly right of way line of Hyde Street S 89° 59'48" W, 608.74 feet to the TRUE POINT OF BEGINNING; thence S 22° 51'38" E, 445.97 feet; thence S 75° 51'46" W, 117.89 feet thence S 89 58'00" W, 169.00 feet; thence N 00° 08'05" E, 439.82 feet to a point on the Southerly right of way line of Hyde Street; thence along the Southerly right of way line of Hyde Street; thence along the TRUE POINT OF BEGINNING.

Basis of Bearings: the basis of bearings is the East line of Parcels 1 and 2 per Parcel Map recorded as Document No. 23192, Douglas County, Nevada (S 00 19'12" W)

APN 1320-02-001-071

Said parcel being further shown as Parcel 2A on Record of Survey supporting a Boundary Line Adjustment for G.A. and Ella Nelson Trust, Henry R. Butler, Trustee and filed for record on April 26, 2000 in Book 0400, page 4957, as Document No. 490614and

Parcel #2:

All that real property situate in the County of Douglas, State of Nevada described as follows:

Parcels 1 and 2 as shown on Parcel Map No. LDA 98-085 for Charles W. Chancy which recorded July 18, 2000, in Book 0700, at Page 2337, as Document No. 495861 official Records of Douglas County, State of Nevada. A.P.N. 1220-24-302-038

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 appurtament to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and

THIS DOCUMENT TO RECOMMEND AND ASSOCIATION ONLY and who were to the validaty on the sale of the payon by intrologic.

1

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

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 \$22,000.00 (Twenty Two 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 opoposite 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
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 Don E. Thran and Lois M. Thran of an \$22,000.00 (Twenty Two 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.

Each parcel of additional collateral shall be released for an \$8,000.00 principle reduction

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.

NOCTES OF BUTC HELECHICOL NO MULTIN TO HELD TO
DATE
Jeff Kirby construction, Inc. DATE 11-13-66
By: Jeffrey K KIRBY, President
STATE OF Allada (COUNTY OF Lorigia)
on 11-13-00, before me the undersigned, a notary public in and for said State personally appeared 11-11-11-11-11-11-11-11-11-11-11-11-11-
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
Name L. HENDRICK 93-2710-5 NOTARY PUBLIC NEVADA DOUGLAS COUNTY
Escrow Number 000000000000000000000000000000000000
RECORDING REQUESTED BY: Don E Thran WHEN RECORDED RETURN TO:
Butler Mortgage Co., Inc

Zephyr Cove, Nv. 89448

Box 10989

REQUESTED BY

STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2000 NOV 14 PM 4: 14

LINDA SLATER
RECORDER

PAID KO DEPUTY

3

0503297BK | 100PG2653