

APN: 19-041-300

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20 day of November, 2000,

between, HOWARD W. HERZ AND KREGG L. HERZ husband and wife herein called TRUSTOR

whose address is P.O. Box 1000, Minden, Nevada 89423

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and JOSEPHINE FRANCES CASEBOLT, Trustee of THE CASEBOLT REVOCABLE TRUST DATED JUNE 30, 1994 as to an undivided \$30,000.00 interest and SANTA ROSA ENTERPRISES, INC., a Nevada Corporation as to an undivided \$10,000.00 interest and interest and KENNETH L. GREEN, an unmarried man as to an undivided \$25,000.00 and ROY WEST AND ERNESTINE WEST, Trustees of THE ROY WEST AND ERNESTINE WEST FAMILY TRUST DATED JUNE 2, 1990 as to an undivided \$40,000.00 interest all as tenants in comon

, 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. 19-041-300, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

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.

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 \$ 105,000.00 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.

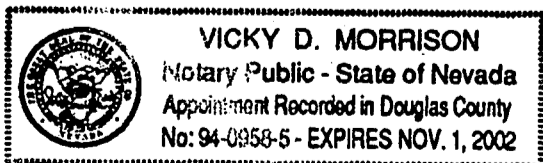
Howard W. Herz (signature) HOWARD W. HERZ

Kregg L. Herz (signature) KREGG L. HERZ

STATE OF NEVADA COUNTY OF Douglas On November 20, 2000 personally appeared before me, a Notary Public Howard W. Herz and Kregg L. Herz who acknowledged that they executed the above instrument.

(signature) Notary Public

WHEN RECORDED MAIL TO Marquis Title & Escrow I.C. Dept. 1701 County Rd. Suite B Minden, NV 89423



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EXHIBIT "A"

PARCEL 1

All that certain lot, piece or portion of land situate, lying and being within the North ½ of the Southeast ¼ of Section 4, Township 12 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada and more particularly described as follows:

Parcel X, as set forth on Parcel Map #PD 99-11 of BLACK DIAMOND ESTATES filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 19, 2000, in Book 0600, Page 3731, as Document No. 494286.

Assessor's Parcel No. 19-041-300

PARCEL 2

An easement for roadway and access purposes, as shown on the aforesaid Record of Survey Map and more particularly described as follows:

Commencing at the East ¼ corner of aforesaid Section 4, as shown on Record of Survey Map recorded January 9, 1990, Book 190, Page 1630, as Document No. 217903;

thence South 89 degrees 49'29" West, a distance of 644.60 feet to the Westerly right-of-way line of State Highway 207 (Kingsbury Grade);

thence along said Westerly line South 44 degrees 27'00" East, a distance of 644.70 feet to the Northwest corner of that parcel described in Deed filed for record in Book 884, Page 1904, as Document No. 105319, Official Records of Douglas County, Nevada, at which point is the TRUE POINT OF BEGINNING;

thence South 10 degrees 56'20" West, a distance of 204.79 feet;

thence South 89 degrees 59'01" West, a distance of 398.67 feet;

thence North 00 degrees 14'51" East, a distance of 50.00 feet;

thence North 89 degrees 59'01" East, a distance of 357.19 feet;

thence North 10 degrees 56'20" East, a distance of 198.05 feet;

thence South 44 degrees 27'00" East, a distance of 60.75 feet to the TRUE POINT OF BEGINNING.

PARCEL 3

An easement for access, roadway purposes whether public or private over and across that certain piece of land more particularly described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Northeast ¼ of the Southeast ¼ of Section 4, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

Commencing at the East ¼ corner of aforesaid Section 4;

thence along the true North line of the Southeast ¼ of said Section 4, South 89 degrees 53'42" West 767.42 feet;

thence South 00 degrees 27'24" West 233.78 feet;

thence South 00 degrees 11'00" East 160.46 feet;

thence North 89 degrees 59'01" East, 189.44 feet;

thence South 00 degrees 14'51" West 217.74 feet;

thence South 00 degrees 14'51" West 50.00 feet to the TRUE POINT OF BEGINNING;

thence along the Southerly of a 50 foot wide easement recorded as Document No. 217903 North 89 degrees 59'01" East 348.67 feet;

thence North 10 degrees 56'20" East 204.79 feet to a point on the Southwesterly right-of-way line of Kingsbury Grade;

thence along said right-of-way line South 44 degrees 27'00" East, 30.38 feet;

thence leaving said right-of-way line South 10 degrees 56'20" West, 208.16 feet;

thence South 89 degrees 59'01" West 369.26 feet;

thence North 00 degrees 05'56" West 25.00 feet to the TRUE POINT OF BEGINNING.

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COPY

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

2000 NOV 22 AM 10: 04

LINDA SLATER
RECORDER

\$ ⁹⁰⁰ PAID *RD* DEPUTY

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