

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 19th day of JANUARY, 2001,

between, MIKE HICKEY CONSTRUCTION COMPANY, INC., a Nevada corporation herein called TRUSTOR

whose address is 1700 County Road, Minden, NV 89423

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

JUSTIN DRAGOO a single man as to an undivided \$100,000.00 interest JASON DRAGOO AND KRISTIN DRAGOO husband and wife as Joint Tenants with right of survivorship as to an undivided \$200,000.00 interest, 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. 19-110-480, 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 \$ 300,000.00 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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC NO., COUNTY, BOOK, PAGE, DOC NO. listing recording information for various counties including Carson City, Churchill, Clark, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe, and White Pine.

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 sale hereunder be mailed to him at his address hereinbefore set forth.

MIKE HICKEY CONSTRUCTION COMPANY, INC., a Nevada corporation
JAMES M. HICKEY, PRESIDENT

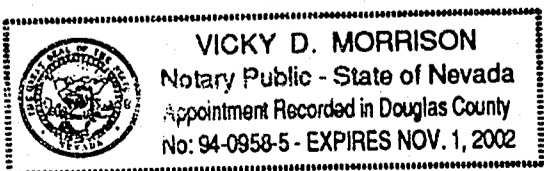
STATE OF NEVADA
COUNTY OF

On January 22, 2001
personally appeared before me, a Notary Public
James M. Hickey as President
of Mike Hickey Construction Company
Inc., a Nevada Corporation
who acknowledged that he executed the above
instrument.

WHEN RECORDED MAIL TO

JUSTIN DRAGOO
3683 Fillmore St.
San Francisco, CA 94128

[Signature]
Notary Public



0507279

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EXHIBIT "A"

The land referred to in this report is situate in Douglas County, State of Nevada, and is described as follows:

A parcel of land located in a portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2 and a portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 12 North, Range 19 East, M.D.B. & M., and on the Southerly right-of-way line of Mottsville Lane in Douglas County, Nevada, further described as follows:

Commencing at the Southeast corner of Parcel 2, as set forth on that certain Parcel Map for Collom Parcel, filed in the office of the County Recorder of Douglas County, State of Nevada, on July 11, 1979, as Document No. 34392, Official Records, from which the Southwest corner of said Section 3 bears South $75^{\circ}40'27''$ West, a distance of 5,369.09 feet;
thence North $70^{\circ}56'00''$ East, a distance of 427.20 feet to the TRUE POINT OF BEGINNING;
thence North $19^{\circ}31'00''$ West, a distance of 535.12 feet;
thence Westerly 40 feet;
thence North $19^{\circ}31'00''$ West, a distance of 535.12 feet to a point on the Southerly boundary of Mottsville Lane;
thence North $70^{\circ}50'00''$ East, along said right-of-way, a distance of 427.00 feet to a point;
thence South $19^{\circ}31'00''$ East, a distance of 1,070.95 feet to a point which is the Southeast corner of the parcel;
thence South $70^{\circ}56'00''$ West, a distance of 387.00 feet to the TRUE POINT OF BEGINNING.

Said parcel being further shown as Parcel 4 of Record of Survey/Boundary Line Adjustment filed for record in the office of the Douglas County Recorder on February 25, 1980, as Document No. 41830, Official Records.

Assessor's Parcel No. 19-110-480

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

2001 JAN 23 PM 4: 01

LINDA SLATER
RECORDER

\$ 8.⁰⁰ PAID *KJ* DEPUTY

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