SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of March, 2001, between, DAN EVANS, a single man, herein called TRUSTOR, whose address is 1528 H WY. 395, SUITE 235, GARDNERVILLE, NEVADA 89410, and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and D. GERALD BING and JERRY J. BING, husband and wife as joint tenants, 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. 1220-15-410-074, 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 11, Block M, as said lot and block are shown on the Official map of GARDNERVILLE RANCHOS, UNIT NO. 4, filed for record in the Office of the County Recorder, Douglas County, State of Nevada, on April 10, 1967, in Map Book 1, Page 55, as Document No. 35914.

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.

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 \$80,000.00 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 Off. Rec. 0104086 Lyon Clark 861226 Off.Rec. 00857 Mineral 112 Off. Rec. 078762 1286 Off. Rec. Douglas 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 0571 153 Off. Rec. 106692 Washoe 2464 Off. Rec. 1126264 Humboldt 223 Off. Rec. 781 266200 White Pine 104 Off. Rec. 531 241215

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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.

DAN EVANS

Lander

STATE OF NEVADA COUNTY OF DOUGLAS

March 29, 2001

personally appeared before me, a Notary Public

279 Off. Rec.

DAN EVANS

who acknowledged that he executed the above

reelle

instrument.

Notary Public

SHARI CROUCH

NOTARY PUBLIC - NEVADA

Appt. Recorded in DOUGLAS CO.

My Appt. Exp. July 31, 2002

WHEN RECORDED MAIL TO JERRY J. BING D. GERALD BING 1580 5th Green Court Gardnerville, Nevada 89410

MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF

DOUGLAS CO , M. VADA

2001 MAR 29 PM 4: 00

LINDA SLATER
RECORDER

\$ 7 PAID K DEPUTY

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