APN # 05-044-050 Order No. Escrow No. 2001-47741 GB When Recorded Mail To: Western Title Company

1626 Hwy 395, Minden, NV 89423

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made June 21, 2001 between

RANDALL J. REES AND JUNE A. REES, HUSBAND AND WIFE whose address is 212 E. Washington Street, Carson City, Nevada 89701 ,TRUSTOR,

(Number and Street)

(City)

(State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

TRUSTEE, and

ALEXANDER BURGA

BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the , County of Carson City and Douglas County , State of NEVADA described as:

SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE IS MADE A PART HEREOF

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR OR IF TRUSTOR ENTERS INTO A CONTRACT TO SELL OR TRANSFER ANY INTEREST THEREIN WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED DUE AND PAYABLE. A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

THIS DOCUMENT IS BEING SIGNED IN DUPLICATE AND RECORDED IN CARSON CITY AND DOUGLAS COUNTY RECORDERS OFFICE

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 \$ 270,000.00 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 evidenced 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	У ВООК	PAGE	DOC. NO.	COUNTY	воок	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.	- N	682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off, Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off, Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off, Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
1 1		- /	N	White Pine	205 B E Records	252	

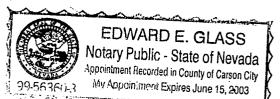
shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for Il 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 theretor does not exceed a reasonable amount.

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 above set forth.

STATE OF NEVADA SS. County of Carson City June 21, 2001 On_ personally appeared before me, a Notary Public, Randall J. Rees and June Ann Rees who acknowledged that the yexecuted the above instrument.

Signature of Trustor

RANDALL J. REES



1791 (9/71)

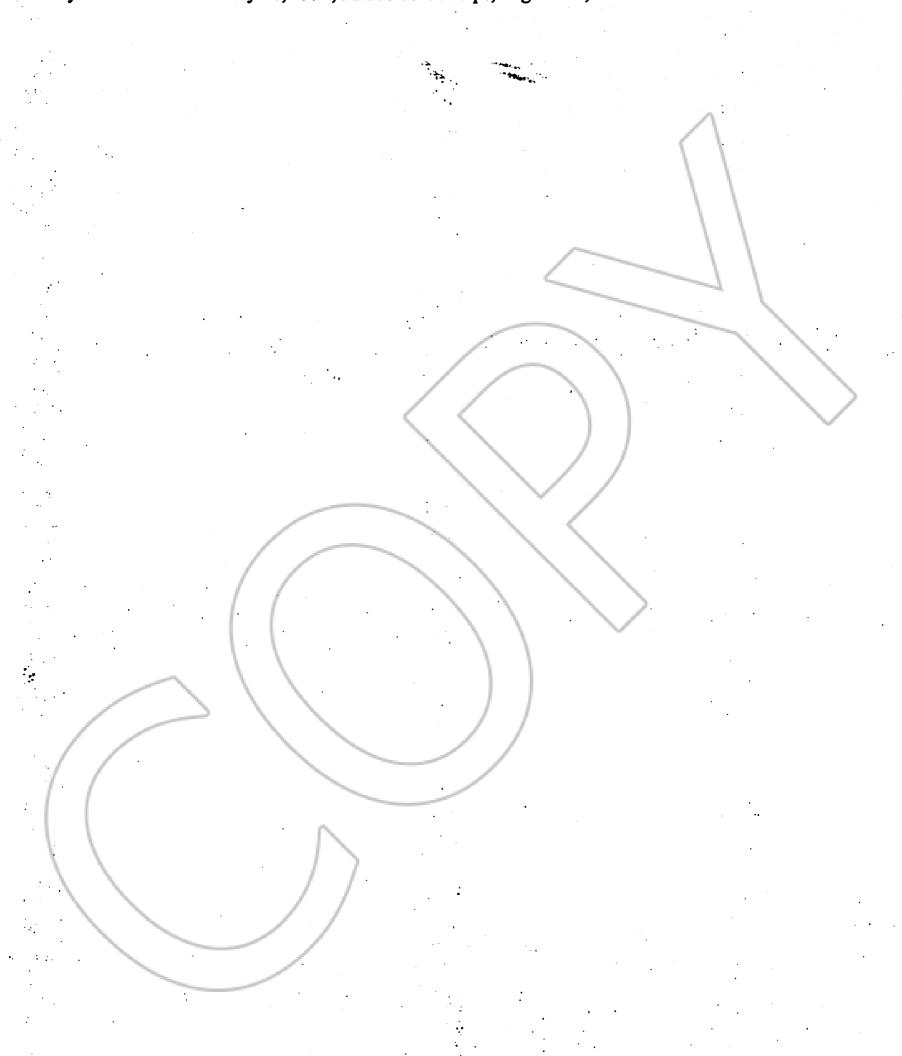
BK 060 1 PG 6348

Notary Public

DESCRIPTION

All that certain lot, piece or parcel of land situate in Carson City, State of Nevada, described as follows:

Lot 4, Block B, as shown on the Map of Long Ranch Estates Phase 1A, filed in the Office of the Carson City Recorder on February 28, 1994, in Book 7 of Maps, Page 2049, File No. 157520.



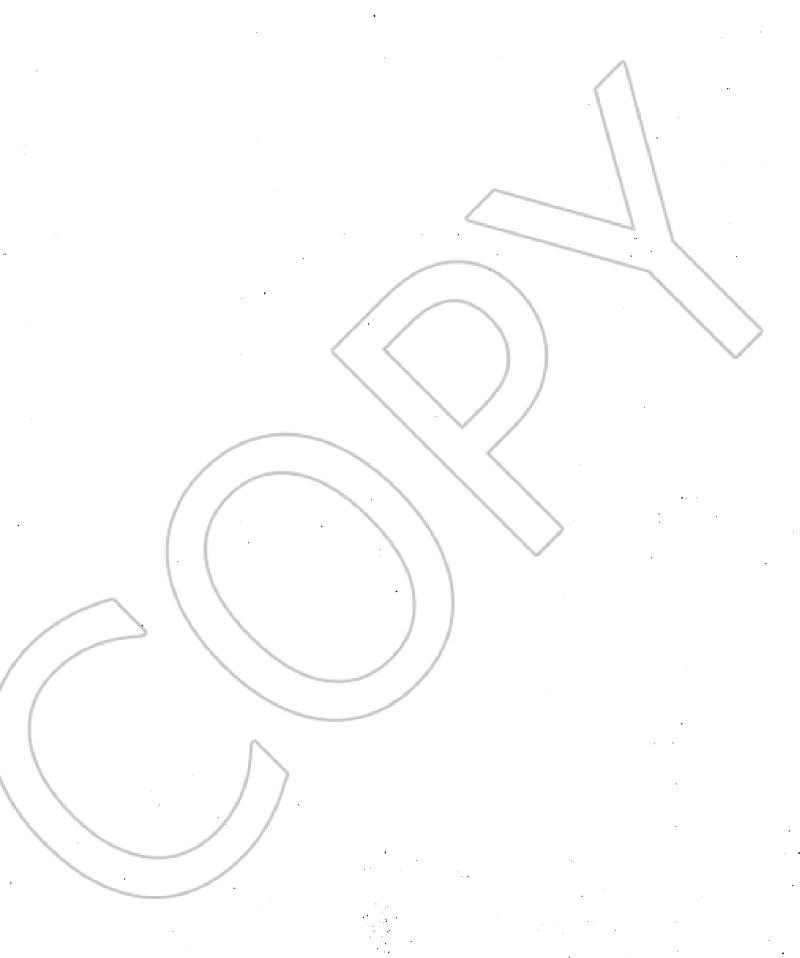
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DESCRIPTION

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

Lot 223, as shown on the map of SKYLAND, SUBDIVISION NO. 3, filed in the Office of the County Recorder of Douglas County, State of Nevada, on February 24, 1960.

TOGETHER WITH all beach rights as contained in Deed to SKYLAND WATER CO., recorded February 5, 1960 as Document No. 15573, Douglas County, Nevada.



PIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. HE VADA

2001 JUN 25 PM 2: 18

LINDA SLATER
RECORDER

SPAID BCDEPUTY

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