

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of June, 2001,

between, J. MICHAEL MURPHY, Trustee or the successor under the MURPHY FAMILY TRUST DATED NOVEMBER 30, 1999

herein called TRUSTOR

whose address is 12141 Christy Lane Los Alamitos, CA 90720

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

NEVADA STATE BANK AS CUSTODIAN FOR ROBERT CARL MALKMUS SELF DIRECTED IRA, 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. 35-140-11 (1221-05-001-024), 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 \$ 90,000.00 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 various counties and their respective recording details.

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.

J. MICHAEL MURPHY, Trustee or the successor under the MURPHY FAMILY TRUST DATED NOVEMBER 30, 1999

Signature of J. Michael Murphy, Trustee

STATE OF NEVADA COUNTY OF Douglas

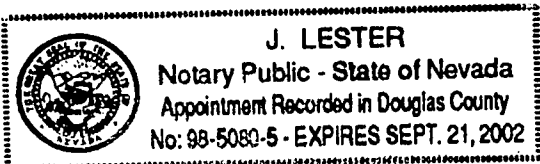
On 6-28-01 personally appeared before me, a Notary Public

J. Michael Murphy who acknowledged that he executed the above instrument.

Signature of Notary Public

WHEN RECORDED MAIL TO

Carl Malkmus P.O. Box 1060 Gardnerville, NV 89410



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BK0601PG8411

**EXHIBIT "A"**

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

All that real property situate in the North ½ of the Northeast ¼ of Section 5, Township 12 North, Range 21 East, M.D.B. & M., County of Douglas, State of Nevada, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 5;  
thence South 00°41'48" West along the East line of said Section 5, a distance of 1,290.96 feet to the North 1/16 corner common to Sections 4 and 5;  
thence South 89°27'30" West along the North 1/16 line of said Section 5, a distance of 1,058.00 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 370.00 feet, a central angle of 33°51'50" and a radial bearing of South 89°27'30" West;  
thence Northeasterly along said curve an arc distance of 218.68 feet to the beginning of a reverse curve having a radius of 300.00 feet, and a central angle of 74°47'27";  
thence Northwesterly along said reverse curve an arc distance of 391.60 feet;  
thence leaving said reverse curve North 89°27'30" East, a distance of 270.00 feet;  
thence North 00°41'48" East, a distance of 716.55 feet to a point on the North line of said Section 5;  
thence North 89°08' East along said North line of said Section 5, a distance of 760.10 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 35-140-11

Pursuant to NRS Sec. 111.312

Legal Description

Doc# 284866

Book 792

Page 5798

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

2001 JUN 29 PM 1:40

LINDA SLATER  
RECORDER

\$ 8.00 PAID JR DEPUTY

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