

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED. SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5 day of November, 2001,

between, MICHAEL BRAY AND JUDITH BRAY husband and wife

herein called TRUSTOR

whose address is

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

BRUCE G. MONTEITH AND NANETTE C. MONTEITH, CO-TRUSTEES OF THE MONTEITH TRUST, dated July 31, 1987, 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. 1420-08-212-008, more specifically described as follows:

Lot 9, in Block I, as shown on the Amended Map of SUNRIDGE HEIGHTS, PHASE 5b, a Planned Unit Development, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on February 22, 1995, in Book 295, Page 3219, as Document No. 356642.

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 \$ 200,000.00 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 sale hereunder be mailed to him at his address hereinbefore set forth.

Michael Bray
MICHAEL BRAY

Judith Bray
JUDITH BRAY

STATE OF NEVADA
COUNTY OF DOUGLAS

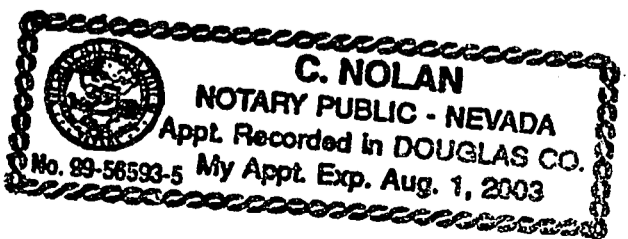
On November 8, 2001
personally appeared before me, a Notary Public

Michael Bray and Judith Bray
who acknowledged that they executed the above instrument.

C. Nolan
Notary Public

WHEN RECORDED MAIL TO

Mr. & Mrs. Bruce G. Monteith
1025 Ridgeview Court
Carson City, NV 89705



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

2001 NOV -8 PM 4:35

LINDA SLATER
RECORDER

\$14.00 PAID K2 DEPUTY

0527301
BK 1101 PG 2654