

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18th day of December, 2001,

between, CLAYTON LAMBERT, a married man as his sole and separate property

herein called TRUSTOR whose address is 165 S 17th Street San Jose, CA 95112

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

JIM HARPER AND SALLY HARPER husband and wife as joint tenants with right of survivorship as to an undivided 46.15 % interest, and ALLAN R. AUFDERMAUER AND ALBERTA AUEDERMAUER, Co-Trustees of the ALLAN R. AUFDERMAUER AND ALBERTA AUFDERMAUER FAMILY TRUST DATED JANUARY 16, 1999 as to an undivided 53.85% 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. **Portion of 1320-08-002-004**, 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 \$ **325,000.00 ******* 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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

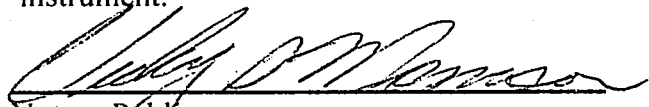

CLAYTON LAMBERT

STATE OF NEVADA
COUNTY OF Douglas

On December 19, 2001
personally appeared before me, a Notary Public

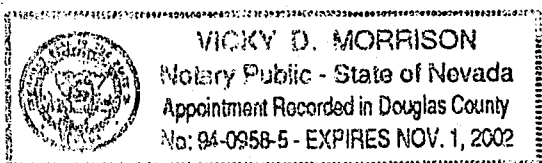
CLAYTON LAMBERT

who acknowledged that he executed the above instrument.


Notary Public

WHEN RECORDED MAIL TO

Marquis Title & Escrow Inc. - I.C. Dept.
1520 HWY 395 N
Gardnerville, NV 89410



0531375
BK 1201 PG 10852

EXHIBIT "A"

LEGAL DESCRIPTION:

All that real property situate in Douglas County, State of Nevada, further described as follows:

Leasehold estate as created by that certain lease made by and between Douglas County, a political subdivision of the State of Nevada, as lessor, and Clayton Lambert, as Lessee, for the term and upon the terms and conditions contained in said lease, thereof recorded November 17, 2000, in Book 1100, at Page 3245, as Document No. 503467, Official Records of Douglas County, Nevada, in and to the following:

A parcel of land located within the East 1/2 of Section 8, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Commencing at Airport Control Monument #2, as shown on the Amended Record of Survey #14 for Douglas County as recorded April 4, 1988, in Book 488, Page 239, as Document No. 175533;

thence North 09°52'50" East, 1,547.40 feet;

thence North 45°11'44" West, 757.95 feet;

thence North 55°17'06" West, 45.00 feet to the radius point of P-51 Court;

thence North 35°51'43" West, 51.23 feet to a point on the Westerly right-of-way line of P-51 Court, THE POINT OF BEGINNING;

thence North 45°13'14" West, 704.66 feet;

thence South 89°58'43" West, 50.42 feet;

thence North 00°01'15" West, 173.66 feet;

thence North 89°58'43" East, 38.69 feet;

thence North 44°58'45" East, 137.62 feet;

thence North 00°01'15" West, 48.69 feet;

thence North 89°58'45" East, 414.42 feet to a point on the Westerly right-of-way line of P-51 Court;

thence along said right-of-way South 00°01'15" East, 816.29 feet to THE POINT OF BEGINNING, containing 6.54 acres, more or less.

The Basis of Bearing for this description is South 00°01'15" East, the center line of P-51 Court.

Assessor's Parcel No. A Portion of 1320-08-002-004

"Per NRS 111.312 this legal description was recorded on June 13, 2001, in Book 0601, at Page 2881, as Document No. 516272."

IT IS THE INTENT OF THIS DOCUMENT TO ENCUMBER THE LEASEHOLD INTEREST AS SET FORTH IN A PROPOSED AMENDED LEASE WITH DOUGLAS COUNTY, WHICH WILL CHANGE THE DESCRIPTION CONTAINED THEREIN. AT SUCH TIME AS THE LEASE, AS AMENDED, IS RECORDED, THIS DOCUMENT WILL BE RE-RECORDED TO CORRECT THE DESCRIPTION.

REQUESTED BY

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

2001 DEC 31 PM 1:38

LINDA SLATER
RECORDER

\$15.00 PAID *K2* DEPUTY

0531375

BK 1201 PG 10853