A.P.N. 1121-05-000-003 (PTN) Escrow Number 22300349 Loan Number WKJ0251

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made MAY 8 02, between Johnson Development, LLC, A Nevada Limited Liability Company, whose address is P.O. Box 1848 Gardnerville, NV 89410, herein called TRUSTOR, MARQUIS TITLE AND ESCROW, herein called TRUSTEE, and The Kolstad 2001 Revocable Trust dated July 23, 2001 , herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in Douglas County, Nv described as:

The Leasehold estate as created by that certain lease dated 4-30-2002, made by and between PTP Inc., as lessor, and Johnson Welpment LC, as lessee, for the term and upon the terms and conditions contained in said lease recorded 5-10-02, in Book 0502, at Page 29 17, boc# 541860 Official Records of Douglas County, Nevada, in and to the following: Lot 86 as set forth on the Record of Survey for PINEVIEW DEVELOPMENT, UNIT NO.3 filed for record in the office of the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534795.

Together with the rights to all governmental permits or licenses of all types and all personal property whether affixed to the property or not which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtanent to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$100,000.00 (One Hundred Thousand), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that is secured by this Deed of Trust. This trust deed shall constitute collateral for agll loans to the borrower by other lenders of Butler Mortgage Co.

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

0541867

all of the terms and provisons 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 book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

| COUNTY | STATE | BOOK | | PAGE | DOC. NO. |
|-----------|--------|-------|-----------|------|-----------|
| Douglas | Nevada | 1286 | Off. Rec. | 2432 | 147018 |
| Elko | Nevada | 545 (| Off. Rec. | 316 | 223111 |
| Lyon | Nevada | | | | 0104086 |
| Washoe | Nevada | 2464 | Off. Rec | 0571 | 1126264 |
| Carson | Nevada | | | | 000-52876 |
| Churchill | Nevada | | | | 224333 |
| Lander | Nevada | 279 (| Off. Rec. | 034 | 137077 |
| Storey | Nevada | 055 | | 555 | |

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 attached hereto) 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$150.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby, or for each beneficiary statement requested.

Any beneficiary of this trust deed may commence a foreclosure on behalf of and for the benefit of all the beneficiaries, whether they concur in the action or not.

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 hereinber set forth.

5-6-02

| Johnson Wevelopment, LLC |
|--|
| DATE 5-6-02 |
| by Mr. Johnson, manager |
| |
| STATE OF Nevada |
| COUNTY OF BOUGLOS) |
| on $May 6th 2002$, before me, the undersigned, a notary public in |
| and for Said State personally appeared *KIRK JOHNSON * |
| , personally known to me |
| (or proved to me on the basis of satisfactory evidence) to be the |
| person(s) whose name(s) is/are subscribed to the within instrument and |
| acknowledged to me that he/she/they executed the same in his/her/their |

authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the

person(s) acted, executed the instrument

0541867 BK0502PG02995 WITNESS my hand and official seal. Signature

Escrow Number 22300349 Loan Number WKJ0251

RECORDING REQUESTED BY: William K KOLSTAD, Trustee WHEN RECORDED RETURN TO: Butler Mortgage Co., Inc Box 10989 Zephyr Cove, Nv. 89448





2002 MAY 10 AM 9: 30

LINDA SLATER RECORDER

0541867