

THIS DEED OF TRUST, made this 1st day of May 2002, 19, between

DONNIS M. THRAN, herein called TRUSTOR,

whose address is 1798 Ty Lane Gardnerville, NV 89410 and  
(number and street) (city) (state) (zip)

First American Title Company of Nevada, a Nevada Corporation, herein called TRUSTEE, and

LEE R. PRETTYMAN and JUDY S. PRETTYMAN, husband and wife as Joint Tenants, herein called BENEFICIARY,

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

SEE ATTACHED LEGAL DESCRIPTION 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 DUE AND PAYABLE. CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

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 the sum of \$ 98,000.00 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, 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.

STATE OF NEVADA

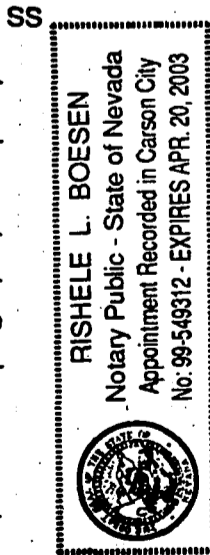
COUNTY OF Carson City

ON May 1, 2002

personally appeared before me, a Notary Public, Donnis M. Thran

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that she executed the instrument.

Russell L. Boesen  
Notary Public



Donnis M. Thran

WHEN RECORDED MAIL TO:

WESTERN TITLE - I.C. Dept.  
1626 HWY 395  
Minden, NV. 89423

WAYNE S. CHIMARUSTI, ESQ.  
300 West Second Street  
Carson City, NV 89703  
(702) 885-9066

0541951  
BK 0502 PG 03284

## DESCRIPTION

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

That portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 26, Township 13 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northwest corner of Parcel 16A of that certain Parcel Map for the Carter Parcels as shown on map recorded in Book 282 at Page 91, as Document No. 64509 of the Official Records of said Douglas County; thence Easterly along the Northerly line of said Parcel 16A, S.  $89^{\circ}07'32''$  E., 317.55 feet to a point on the Westerly right-of-way line of East Valley Road; thence Southerly along said Westerly right-of-way line S.  $0^{\circ}55'24''$  W., 1262.59 feet to the beginning of a curve concave to the Northwest and having a radius of 20.00 feet; thence Southerly and Westerly along said curve through a central angle of  $89^{\circ}57'04''$  an arc distance of 31.40 feet to a point on the Northerly right-of-way line of Buckeye Road as said right-of-way is described in Book 587 at Pages 744, 747, 754 and 757 of the Official Records of said Douglas County; thence Westerly along said Northerly right-of-way line N.  $89^{\circ}07'32''$  W., 297.57 feet to a point on the Westerly line of said Parcel 16A; thence Northerly along said Westerly line N.  $0^{\circ}55'24''$  E., 1292.57 feet to the Point of Beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons as conveyed to Stock Petroleum Co., Inc., in the Deed recorded March 13, 1980 in Book 380, Page 1315, Document No. 42677.

The above described land is also designated as Parcel 16-A-1 on the Record of Survey filed June 9, 1998, File No. 441617.

NOTE: The above metes and bounds description appeared previously in that certain document recorded June 9, 1998, in Book 698, Page 2176, as Instrument No. 441620.

REQUESTED BY  
FIRST AMERICAN TITLE CO.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 MAY 10 AM 11:40

LINDA SLATER  
RECORDER

\$ 15.00 PAID BC DEPUTY

0541951

BK 0502 PG 03285