

When recorded, mail to:

Terrill R. Dory
335 W. First Street
Reno, Nevada 89503

APN: 1220-17-810-003
21100805

DEED OF TRUST

THIS DEED OF TRUST, made this 4th day of June, 2002, 2002, by and between REBECCA C. MARTIN WILLCOX, TRUSTEE OF THE REBECCA C. MARTIN TRUST, created by the JOHN DAVID WILLCOX - 1999 TRUST, D/T/D August 6, 1999, Trustor, MARQUIS TITLE & ESCROW, INC., Trustee, and TERRILL R. DORY, Beneficiary.

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale the following described real property situate in the County of Douglas, State of Nevada, commonly described as 1123 Azul Way, Gardnerville, Nevada, and particularly described in attached Exhibit "A."

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire of, in or to the said premises or any part thereof, with the appurtenances.

Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereafter expressed:

As security for the payment of an obligation for attorney's fees in the amount of \$10,520.51, plus costs and fees incurred after March 31, 2002.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

THIRD: The following covenants, Nos. 1, 2 Not less than fair market value of improvements (amount of insurance), 3, 4, (interest 10% per year), 5, 6, 7, and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be

substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust, it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments, although the same may be assessed against the Beneficiary or Trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance of payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) addressed to: 1123 Azul Way, Gardnerville, Nevada 89410, and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

In the event that Trustor, or any successor in interest of Trustor in the real property encumbered by this deed of trust shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then, at the option of Beneficiary, the then unpaid balance of principal and interest due hereunder shall forthwith become due and payable although the time of maturity otherwise expressed shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

REBECCA C. MARTIN TRUST, CREATED BY
THE JOHN DAVID WILLCOX - 1999 TRUST,
D/T D AUGUST 6, 1999

By

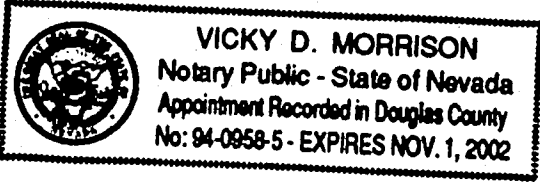
Rebecca C. Martin Willcox Trustee

REBECCA C. MARTIN WILLCOX,
Trustee

ACKNOWLEDGEMENT

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On 6-4, 2002, personally appeared before me, a Notary Public, Rebecca C. Martin Willcox, who acknowledged to me that they executed the above instrument.



Vicky D. Morrison
NOTARY PUBLIC

COPIES

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

2002 JUN -4 PM 3: 20

LINDA SLATER
RECORDER

\$17⁰⁰ PAID *KE* DEPUTY

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