## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this

day of

June , 2002

between, LAWRENCE W. LESTER and JO ELLEN LESTER, husband and wife as joint tenants with right of survivorship herein called TRUSTOR

whose address is 1200 Esther Way, Minden, NV 89423

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

JACK R. WYLE and MARY L. WYLE, as Trustees of the JACK R. WYLE AND MARY L. WYLE FAMILY REVOCABLE TRUST, dated May 19, 1993

, 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. 1420-34-201-005, more specifically described as follows:

See "EXHIBIT A"

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.

with interest thereon according to the terms of a promissory note or notes of For the purpose of securing (1) payment of the sum of \$80,000.00 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.	and the same of th	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		270 Off Rec	034	137077	1 1			

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.

LAWRENCE W. LESTER

JO ELLEN LESTER

STATE OF NEVADA

COUNTY OF DOUGH

JOIN 15, 2003

personally appeared before me, a Notary Public

WHEN RECORDED MAIL TO

JACK R. WYLE and MARY L. WYLE 1465 Calle Pequeno

Gardnerville, NV 89410

Lawrence W. Lester and Jo Ellen Lester

who acknowledged that Ahey executed the above instrument.

Notary Public

SUSAN LAPIN Notary Public - State of Nevada Appointment Recorded in Douglas County No: 02-74683-5 - Expires March 21, 2006

## **EXHIBIT "A"**

The land referred to in this report is situate in Douglas County, State of Nevada, and is described as follows:

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 14 North, Range 20 East, M.D.B., described as follows:

COMMENCING at the West quarter corner of said Section 34;

thence North 03°36'33" East, a distance of 663.36 feet to a point in the Easterly line of a roadway, at the Southwest corner of the herein described parcel of land, the TRUE POINT OF BEGINNING;

thence North 89°55'20" East, a distance of 620.48 feet to a point at the Southeast corner hereof;

thence North 00°02'47" East, a distance of 264.13 feet to a point at the Northeast corner hereof;

thence South 89°48'13" West, a distance of 619.99 feet to a point in the Easterly line of said roadway, at the Northwesterly corner hereof,

thence South 00°09'10" West along the Easterly line of said roadway, a distance of 262.85 feet to the TRUE POINT OF BEGINNING.

"Pers NRS 111.312, this legal description was previously recorded on April 1, 1971, in Book 85, Page 310, as Document No. 52086, of Official Records."

Assessor's Parcel No. 1420-34-201-005

REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

2002 JUL 15 PM 2: 20

LINDA SLATER RECORDER

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