

APN 1220-22-110-138

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 2002-66653-GB

THIS DEED OF TRUST, made this 17th day of July, 2002, between MARCELITO C. BASA and SUSAN H. BASA, husband and wife as joint tenants, herein called TRUSTOR,

whose address is 761 Lois Court, Gardnerville, Nevada 89410 (number and street) (city) (state) (zip) and

First American Title Company of Nevada, a Nevada Corporation, herein called TRUSTEE, and CONRAD RUSS EIERMAN AND VERA FERN VINET-EIERMAN, 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 \$ 15,000.00 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 SS

COUNTY OF Carson City

ON July 17, 2002

personally appeared before me, a Notary Public, Margelito C. Basa and Susan H. Basa

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

Margelito C. Basa

Margelito C. Basa

Susan H. Basa

Susan H. Basa

Notary Public signature

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

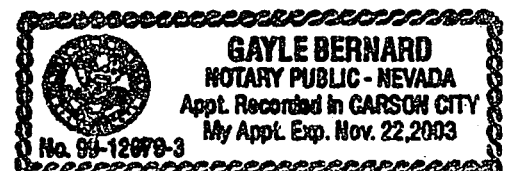
WHEN RECORDED MAIL TO:

Mr. & Mrs. Eierman

2951 Santa Maria Drive

Minden, Nevada 89423

0547375



BK0702PG05341

DESCRIPTION

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

A parcel of land located within a portion of the Northwest one-quarter (NW ¼) of Section 22, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 3 of that certain subdivision plat known as GARDNERVILLE RANCHOS UNIT NO. 5 recorded as Document No. 50056, Book 80, Page 675 of the Official Records of Douglas County, Nevada; thence along the North boundary of said subdivision North 89°52'50" East, 373.40 feet to a point which is common to the North boundary of said subdivision and the Easterly right-of-way of Lyell Way; thence South 00°16'11" East along the Easterly right-of-way of Lyell Way, 740.00 feet; thence North 89°52'50" East, 676.17 feet to the Point of Beginning;

Thence continuing North 89°52'50" East, 175.00 feet;

Thence South 00°05'51" East, 125.61 feet;

Thence South 65°20'07" West, 147.42 feet;

Thence along the arc of a curve to the left, non-tangent to the preceding course having a delta angle of 65°25'58" radius of 45.00 feet and chord bearing of North 57°22'52" West, for 48.64 feet;

Thence North 00°05'51" West, 160.55 feet to the Point of Beginning.

Said parcel also shown as Adjusted Lot 95 on that certain Record of Survey filed for record in the office of the Douglas County Recorder on February 1, 1995 in Book 295, Page 109 as Document No. 355402, Official Records.

NOTE: The above metes and bounds description appeared previously in that certain document recorded June 3, 1997, in Book 697, Page 578, as Instrument No. 414103.

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 JUL 18 AM 11:14

LINDA SLATER
RECORDER

\$15⁰⁰ PAID *KJ* DEPUTY

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