

APN 1318 15 611 - 043

Recording requested by and
when recorded mail to:

Mr. David S. Foster
1607 Foothill Boulevard
Calistoga, CA 94515

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 25th day of June, 2002, between CYNTHIA FAYE AMACKER formerly known as CYNTHIA FAYE FOSTER, whose address is 285 Elk Point Road, Zephyr Cove, Nevada herein called TRUSTOR, and First American Title Company, herein called TRUSTEE,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A."

Together with the tenements, hereditaments, appurtenances, and development rights thereunto belonging or appertaining, and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$20,000.00, with interest thereon according to the terms of a Promissory Note or Notes of even date herewith made by Trustor, payable to order of Trustee, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to its 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Office of the County Recorder of the County where said property is located (which provisions, identical in all counties, are attached hereto and a part hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

Trustee or the collection agent appointed by Trustee may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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The parties agree that with respect to Provision 16, the amount of fire insurance required by Covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by Covenant 7, the percentage shall be a reasonable percentage.

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~~ ^{CALIFORNIA})
County of ~~Douglas~~ ^{ELDORADO}) ss.

SIGNATURE OF TRUSTOR:

On August 8, 2002
personally appeared before me,
a Notary Public,
CYNTHIA FAY AMACKER
who acknowledged that he/she
executed the above instrument.

Cynthia Faye Amacker
CYNTHIA FAYE AMACKER

Ethel C. Tribe
Notary Public

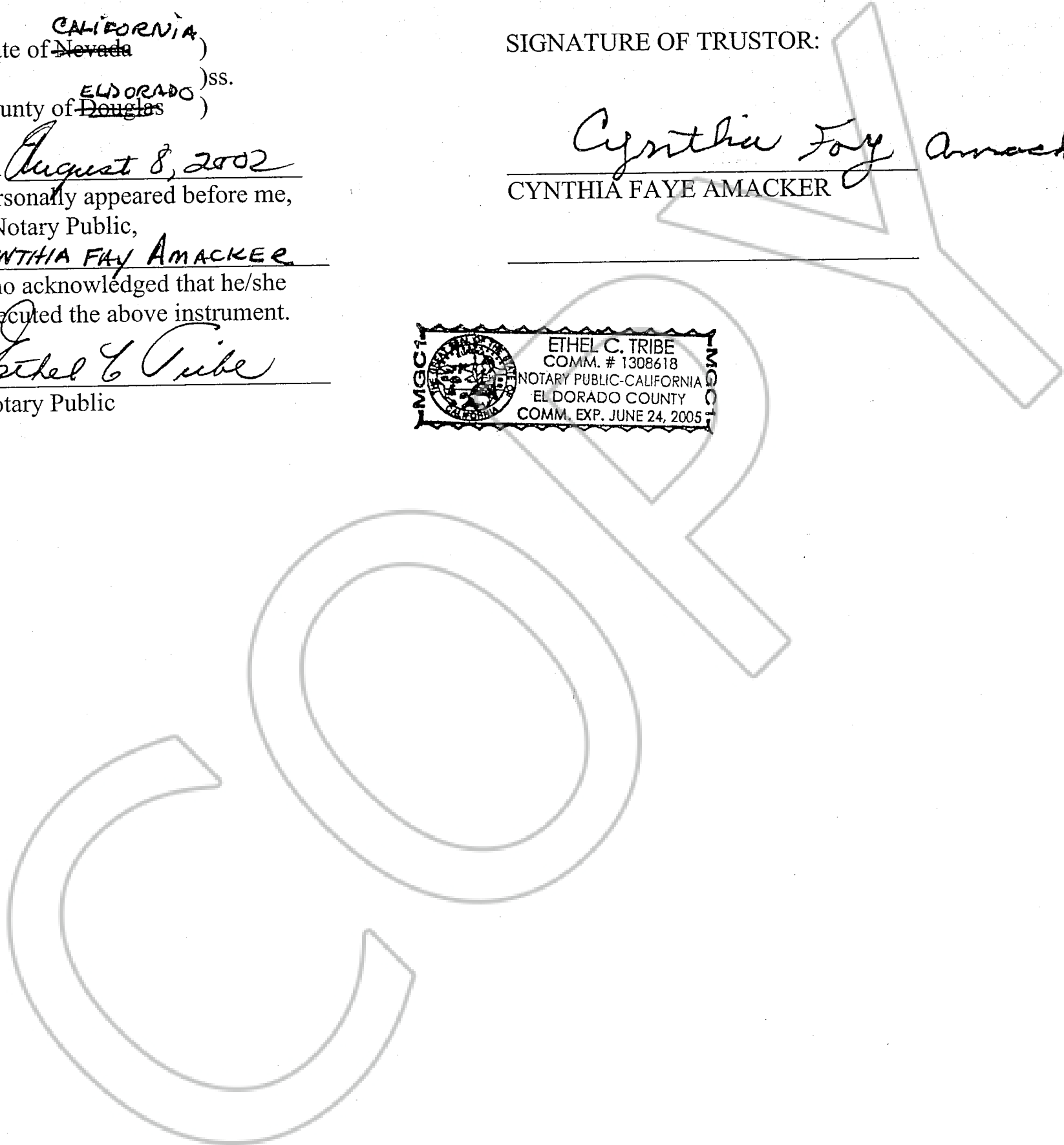
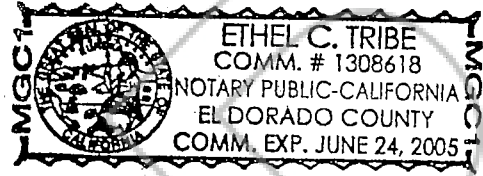


EXHIBIT "A"

Lot 12, in Block F, as shown on the map of ROUND HILL VILLAGE
UNIT NO. 4. filed in the Office of the County Recorder of Douglas
County, Nevada, on April 25, 1966, as Document No. 31837

A.P. No. 05-315-02

COPY

REQUESTED BY
Michael P Hambusch
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 AUG 12 AM 8:55

LINDA SLATER
RECORDER

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\$16 PAID *KJ* DEPUTY

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