

A.P.N. 1220-24-701-027
Escrow Number 22700758
Loan Number WKJJO657

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made AUG 15 02, between **Johnson Development, LLC, A Nevada Limited Liability Company**, whose address is P.O. Box 1848 Gardnerville, NV 89410, herein called TRUSTOR, MARQUIS ESCROW, herein called TRUSTEE, and The **Kolstad 2001 Revocable Trust** dated July 23, 2001 as to an undivided 50% interest and The **Janus Revocable Living Trust**, Dated May 11, 1984 as to an undivided 50% interest Tenants in Common, herein called BENEFICIARY,

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

Lot 2 as shown on the Official Map of RUHENSTROTH RANCHOS SUBDIVISION, filed for record in the office of the Douglas County Recorder on April 14, 1965, in Book 1 of Maps ,Document No. 27706, and on Amended Map recorded March 11, 1976 in Book 376, at Page 596, as Document No. 88873, Official Records.,

Together with the rights to all governmental permits or licenses of all types and all personal property whether affixed to the property or not which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$360,000.00 (Three Hundred Sixty Thousand), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that is secured by this Deed of Trust. This trust deed shall constitute collateral for aqll loans to the borrower by other lenders of Butler Mortgage Co.

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 provisons 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 book and at the page thereof, or under

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the document or file number, noted below oposite the name of such county, namely:

| COUNTY | STATE | BOOK | PAGE | DOC. NO. |
|-----------|--------|----------------|------|-----------|
| Douglas | Nevada | 1286 Off. Rec. | 2432 | 147018 |
| Elko | Nevada | 545 Off. Rec. | 316 | 223111 |
| Lyon | Nevada | | | 0104086 |
| Washoe | Nevada | 2464 Off. Rec | 0571 | 1126264 |
| Carson | Nevada | | | 000-52876 |
| Churchill | Nevada | | | 224333 |
| Lander | Nevada | 279 Off. Rec. | 034 | 137077 |
| Storey | Nevada | 055 | 555 | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms, and provisions contained in said subdivision A and B, (identical in all counties, and attached hereto) 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$150.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby, or for each beneficiary statement requested.

Any beneficiary of this trust deed may commence a foreclosure on behalf of and for the benefit of all the beneficiaries, whether they concur in the action or not.

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.

[Signature] DATE 8-16-02
Johnson Development, LLC

[Signature] DATE 8-16-02
by Greg Johnson

[Signature] DATE 8-16-02
By Kirk Johnson



STATE OF Nevada)
COUNTY OF Douglas)

On August 16th 2002, before me, the undersigned, a notary public in and for said State personally appeared KIRK JOHNSON and GREG JOHNSON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the

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entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature

Deborah L. Ortiz

Name

DEBORAH L. ORTIZ

NOTARY PUBLIC



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Loan Number WKJJO657

RECORDING REQUESTED BY:

William K KOLSTAD

WHEN RECORDED RETURN TO:

Butler Mortgage Co., Inc
Box 10989

Zephyr Cove, Nv. 89448

COPY

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

2002 AUG 16 PM 4: 21

LINDA SLATER
RECORDER

\$16.00 PAID *KS* DEPUTY

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