

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 28th day of June, 2002,

between, SUZY BOLDING an unmarried woman

herein called TRUSTOR

whose address is 1617 Water St. Minden, NV 89423

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

~~JOHN E. EMERY, a married man as his sole and separate property~~

DEBORAH EMERY

, 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. 1319-11-001-007, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

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.

For the purpose of securing (1) payment of the sum of \$ 9,866.40 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 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.		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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Suzy Bolding
SUZY BOLDING

STATE OF NEVADA
COUNTY OF *Douglas*

On 6-28-02
personally appeared before me, a Notary Public

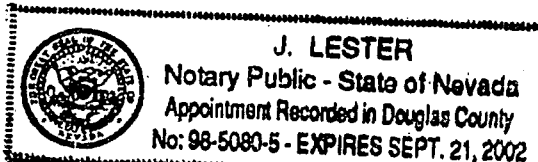
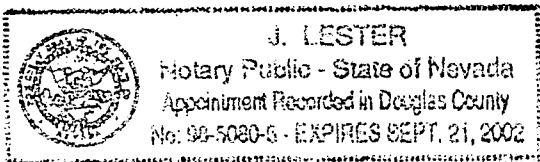
Suzy Bolding
who acknowledged that she executed the above instrument.

J. Lester
Notary Public

WHEN RECORDED MAIL TO

Marquis Title & Escrow I.C. Dept.
1520 US HWY 395 North
Gardnerville, NV 89410

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED



0549838

BK 0802 PG 05550

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Exhibit A

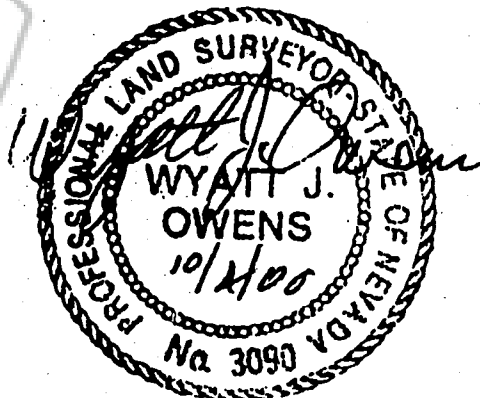
LEGAL DESCRIPTION OF PARCEL B

A parcel of land within Sections 10 and 11 of Township 13 North, Range 19 East, M.D.B.&M., Douglas County, Nevada and more particularly described as follows:

Commencing at the Northwest corner of Section 11, Township 13 North, Range 19 East, M.D.B.&M., said corner being marked by a 2" pipe; thence South 18 Degrees 56 Minutes 20 Seconds East a distance of 1,831.96 feet to the TRUE POINT OF BEGINNING; thence South 72 Degrees 15 Minutes 13 Seconds East, a distance of 185.17 feet; thence South 21 Degrees 05 Minutes 33 Seconds West a distance of 210.74 feet; thence South 00 Degrees 20 Minutes 15 Seconds East a distance of 499.16 feet; thence South 86 Degrees 52 Minutes 39 Seconds East a distance of 350.76 feet to a 5/8" rebar with cap stamped RLS 3090; thence South 62 Degrees 03 Minutes 44 Seconds East a distance of 153.97 feet to a 5/8" rebar with cap stamped RLS 3090; thence South 31 Degrees 01 Minutes 25 Seconds East a distance of 79.33 feet to a 5/8" rebar with cap stamped RLS 3090; thence South 63 Degrees 30 Minutes 47 Seconds East a distance of 117.20 feet to a 5/8" rebar with cap stamped RLS 3090; thence South 70 Degrees 26 Minutes 33 Seconds East a distance of 199.48 feet to a 5/8" rebar with cap stamped RLS 3090; thence North 10 Degrees 07 Minutes 26 Seconds East a distance of 1463.20 feet to a 5/8" rebar with cap stamped RLS 3090; thence South 83 Degrees 57 Minutes 02 Seconds East a distance of 900.36 feet to a 5/8" rebar with cap stamped PLS 3090; thence North 00 Degrees 24 Minutes 12 Seconds West a distance of 105.70 feet to a 5/8" rebar with cap stamped PLS 3090; thence North 00 Degrees 28 Minutes 08 Seconds West a distance of 373.27 feet to a 5/8" rebar with cap stamped PLS 3090; thence North 87 Degrees 14 Minutes 25 Seconds West a distance of 2,073.45 feet to a 5/8" rebar with cap stamped PLS 3090; thence South 00 Degrees 04 Minutes 30 Seconds West a distance of 893.84 feet to the TRUE POINT OF BEGINNING. Said parcel contains 50.47 acres, more or less.

The basis of bearings of this description is the North line of Parcel C as shown on the Record of Survey recorded on February 26, 1990 in Book 290 at Page 3709 as Document #220782 of the official records of Douglas County. Said line bears N83°57'02"W per said map.

Description Prepared by
OWENS Engineering
P.O. Box 96
Gardnerville NV
89410



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24 October 2001

Exhibit B

WATER RIGHTS

ADJUSTED PARCEL B

Surface water rights for 21.94 acres under a portion of Carson River Claim No. 244 and surface water rights for 20.33 acres under a portion of Carson River Claim No. 668 as described in the Decree and Findings of Fact issued in the United States District Court for the District of Nevada in Civil Case Number D-183 BRT.

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION
AND WITHOUT LIABILITY FOR THE CONSIDERATION
THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY
OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH
RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.

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

2002 AUG 19 PM 2: 59

LINDA SLATER
RECORDER

\$16⁰⁰ PAID *KJ* DEPUTY

0549838

BK0802PG05552