

A.P.N. 1319-09-702-028

ESCROW NO. 22100616

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27day of August, 2002, between **JOSEPH P. GEBHARDT**, an unmarried man, herein called **TRUSTOR**, whose address is P.O. Box 485Genoa, Nevada 89411, and **MARQUIS TITLE & ESCROW INC.**, a Nevada Corporation, herein called **TRUSTEE**, and **CAPITAL FINANCE**, a California Corporation, herein called **BENEFICIARY**.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. **1319-09-702-028**, more specifically described as follows:

All that certain lot, piece or parcel of land, situate in the County of Douglas, State of Nevada, 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 \$ **30,000.00** 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 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 sale hereunder be mailed to him at his address hereinbefore set forth.

[Handwritten Signature]

JOSEPH P. GEBHARDT

STATE OF NEVADA
COUNTY OF DOUGLAS
On August 28, 2002
personally appeared before me, a Notary Public
Joseph P. Gebhardt
who acknowledged that he executed the above instrument.

[Handwritten Signature]
Notary Public



WHEN RECORDED MAIL TO
CAPITAL FINANCE
P.O. BOX 17581
SOUTH LAKE TAHOE, CA 96151

0550765

BK0802PG09947

EXHIBIT "A"

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

Being all that portion of Lots 5, 6, 7 and 8, in Block 8 of the Town of Genoa, as shown on the Trustees Map thereof, made September of 1874, lying West of the following described parcel:

COMMENCING at the Northwest corner of Lot 5, in said Block 8;
thence East along the North line of said Lot 5, a distance of 84 feet, more or less, to the center of an existing fence line the POINT OF BEGINNING;
thence continuing along the North line of said Lot 5 to the Northeast corner of said Lot 5;
thence South along the East line of Lots 5, 6, 7 and 8 to the Southeast corner of Lot 8;
thence West along the South line of said Lot 8 to the center of an existing fence;
thence North along the center line of said fence to the POINT OF BEGINNING.

Per NRS 111.312, this legal description was previously recorded on July 11, 2002, in Book 0702, Page 3278, Document No. 546850, of Official Records.

Assessor's Parcel No. 1319-09-702-028

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

2002 AUG 28 PM 4: 16

LINDA SLATER
RECORDER

\$ 15⁰⁰ PAID *BH* DEPUTY

0550765

BK 0802 PG 09948