

A.P.N. 1121-00-002-048, 049, 050, 051

ESCROW NO. 1140022

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18th day of December, 2002, between Front Properties, LLC, a California limited liability company

herein called TRUSTOR, whose address is and MARQUIS TITLE & ESCROW INC., a Nevada Corporation, herein called TRUSTEE, and Dennis C. Mayberry, Trustee of the Dennis C. Mayberry Family Trust U/D/T Dated November 26, 1996

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, 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 by this reference made a part hereof

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

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 \$ 180,000.00 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.

Front Properties, LLC, a California limited liability company

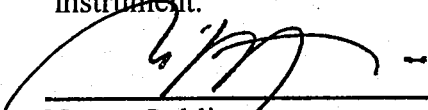
By: Kevin R. Strain

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BK 1202 PG 12196

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

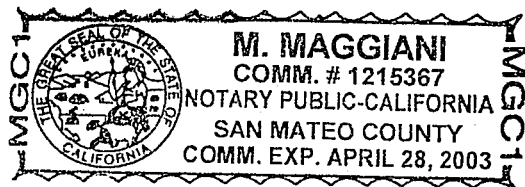
On DECEMBER 19, 2002
personally appeared before me, a Notary Public
KEVIN STRAIN
who acknowledged that he executed the above
instrument.



Notary Public

WHEN RECORDED MAIL TO

DENNIS C. MAYBERLY
P.O. BOX 2363
GARDNERVILLE, NV 89410



COPY

0562128

BK1202PG12197

EXHIBIT "A"

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

PARCEL 1

A portion of the Northwest 1/4 of Section 32, Township 11 North, Range 21 East, M.D.B. & M., more particularly described as follows:

Lots 1 and 2 of that certain Division of Land Map for Dennis Mayberry, recorded in the office of the Douglas County Recorder, State of Nevada, on May 6, 1996, in Book 596, at Page 892, as File no. 387113, Official Records.

Assessor's Parcel No. 1121-00-002-048 (Lot 1)

Assessor's Parcel No. 1121-00-002-049 (Lot 2)

PARCEL 2

A portion of the Northwest 1/4 of Section 32, Township 11 North, Range 21 East, M.D.B. & M., more particularly described as follows:

Lots 3 and 4 of that certain Division of Land Map for Dennis Mayberry, recorded in the office of the Douglas County Recorder, State of Nevada, on May 6, 1996, in Book 596, at Page 892, as File no. 387113, Official Records.

Assessor's Parcel No. 1121-00-002-051 (Lot 3)

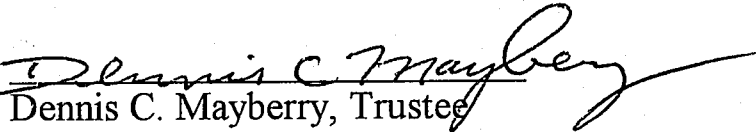
Assessor's Parcel No. 1121-00-002-050 (Lot 4)

EXHIBIT "B"

SUBORDINATION RIDER

So long as monthly interest only payments have been made timely and Trustor is not in default, the herein described Beneficiary agrees to subordinate to a construction loan for the purpose of construction of a residence and outbuildings only, with said construction loan to carry a market interest rate and provide for inspections and periodic release of funds based on those inspections. Beneficiary has the right to review the building plans and budget prior to subordination.

Beneficiary:


Dennis C. Mayberry, Trustee

Trustor:

~~Front Properties, LLC, a California limited liability company~~

By: 
Kevin R. Strain

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

2002 DEC 27 AM 9: 59

LINDA SLATER
RECORDER

\$ 17.00 PAID KJ DEPUTY

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