

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 23day of January, 2003, between, CHARLENA M. MANCHESTER, a married woman as her sole and separate property, herein called TRUSTOR, whose address is P.O. Box 3655, Stateline, NV 89449, and **MARQUIS TITLE & ESCROW, INC., a Nevada Corporation**, herein called TRUSTEE, and **VERSAFAB, INC., 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. **1318-26-515-016**, 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 FOR LEGAL DESCRIPTION

ACCELERATION CLAUSE:

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.

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

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 **\$39,000.00** 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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

CHARLENA M. MANCHESTER

STATE OF NEVADA
COUNTY OF DOUGLAS

On January 28, 2003
personally appeared before me, a Notary Public
CHARLENA M. MANCHESTER
who acknowledged that she executed the above
instrument.

Notary Public

WHEN RECORDED MAIL TO

VERSAFAB, INC., a California Corporation
15919 Broadway
Gardena, CA 90248



0565679
BK0103PG13120

LEGAL DESCRIPTION
EXHIBIT "A"

All that portion of Lot 21, Block C, as shown on the map of Granite Springs Subdivision Unit No. 2, filed for record on July 8, 1980, Document No. 46019, more particularly described as follows:

Beginning at the Southwest corner of said Lot 21, thence North 05 27' 32" West 172.00 feet; thence South 70° 19' 20" East 252.48 feet; thence South 19°40' 40" West 137.70 feet to a point on the right-of-way of Desni Court; thence along the right-of-way along a curve concave to the Southeast with a radius of 50 feet, a central angle of 62°41' 35", and an arc length of 54.71; the chord of said curve bears South 78° 19' 51" West 52.02 feet; thence North 56°29' 10" West 135.29 feet to the Point of Beginning.

Reference is hereby made to that certain Record of Survey to support a Lot Line Adjustment filed for record in the office of the Douglas County recorder on September 16, 1992, in Book 992, Page 2460 as Document No. 288318, Official Records.

IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 30, 2001, BOOK 301, PAGE 8082, AS FILE NO. 511380, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

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

2003 JAN 30 PM 3: 08

WILNER CHRISTEN
RECORDER

\$ 15.00 PAID AS DEPUTY

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BK 0103 PG 13121