

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

APN # 1320-06-001-002

ORDER NO.: 2050689 CAC

THIS DEED OF TRUST, made this 3rd day of March, 2003, between DEAN JOHNSON AND SHANNON D. JOHNSON, HUSBAND AND WIFE, AS JOINT TENANTS, herein called TRUSTOR,

whose address is 927 MICHAEL LANE, MINDEN, NV. 89423 (city) (state) (zip) and FIRST AMERICAN TITLE COMPANY, a Nevada corporation, herein call TRUSTEE, and

CAPITAL FINANCE, A CALIFORNIA CORPORATION, herein called BENEFICIARY,

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

PARCEL A:

PARCEL 2A, AS SHOWN ON THE PARCEL MAP FOR KIMBERLEE NENZEL, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON DECEMBER 2, 1986, FILE NO. 145979.

PARCEL B:

AN EASEMENT FOR RIGHT OF INGRESS OVER AND ACROSS THE EASTERLY 25 FEET OF PARCEL 2B AS SHOWN ON THE PARCEL MAP REFERENCED ABOVE.

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR OR IF TRUSTOR ENTERS INTO A CONTRACT TO SELL OR TRANSFER ANY INTEREST THEREIN WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

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 the sum of \$ 120,000.00 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 evidenced 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:

Table with columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their respective recording details.

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.

STATE OF NEVADA

SS

COUNTY OF CARSON

ON 3-3-2003

personally appeared before me, a Notary Public, DEAN JOHNSON AND SHANNON D. JOHNSON

Signature of Dean Johnson, DEAN JOHNSON

SHANNON D. JOHNSON

Signature of Shannon D. Johnson

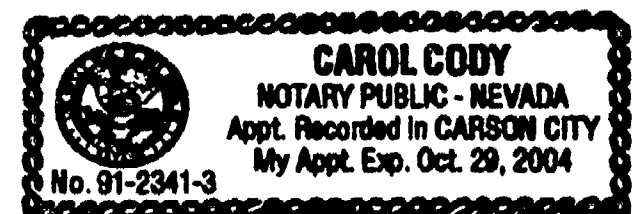
personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Signature of Carol Cody, Notary Public

WHEN RECORDED MAIL TO:

Capital Finance, 589 Tahoe Keys Blvd. E-7, South Lake Tahoe, CA 96150

FOR RECORDER'S USE



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COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 MAR -4 PM 3:40

WERNER CHRISTEN
RECORDER

\$15⁰⁰ PAID *KJ* DEPUTY

0568845

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