

APN 1220-09-411-011

Escrow Number 030101265
Loan Number MHEM656
A.P.N. 27-840-01

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS FOR ADDITIONAL SECURITY

THIS DEED OF TRUST, made MAY 15 03, between Edward L. Mason and Jo-An P. Mason, Husband and Wife as Joint Tenants, whose address is 1214 SIERRA VISTA DR. GARDNERVILLE, NV 89410, herein called TRUSTOR, Stewart title of Douglas County, Inc., herein called TRUSTEE, and Ruth E. Altmiller, herein called BENEFICIARY,

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

Lot 11, as shown on the final Map of SILVERANCH UNIT 3-A, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 2, 1994, in Book 994, Page 343, as Document No. 345410 A.P.N. 27-840-01,

Together with the rights to all governmental permits or licenses of all types which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$30,000.00 (Thirty Thousand Dollar) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

To protect the security of this Deed of Trust, and with respect to the

1 THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

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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 book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	STATE	BOOK	PAGE	DOC. NO.
Douglas	Nevada	1286 Off. Rec.	2432	147018
Elko	Nevada	545 Off. Rec.	316	223111
Lyon	Nevada			0104086
Washoe	Nevada	2464 Off. Rec.	0571	1126264
Carson	Nevada			000-52876
Churchill	Nevada			224333
Lander	Nevada	279 Off. Rec.	034	137077
Storey	Nevada	055	555	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms, and provisions contained in said subdivision A and B, (identical in all counties, and attached hereto) 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$75.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

This deed of trust is given as additional security for a construction loan and shall be released on the principle payment to Ruth E. Altmiller of an \$30,000.00 (Thirty Thousand Dollar) principle reduction on that construction loan. All interest must be current.

The security cannot be released after any notice of default has been recorded. If the security is sold at a foreclosure sale, the primary security shall be sold first. If the lender is the only bidder or if the primary security sells for less than the amount owed to lender the lender may then sell the additional security. Both the primary security and the additional security may be sold at the same time and pursuant to the same default.

The holders of 51% or more of the beneficial interests of record may act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including without limitation:

- (a) The designation of the mortgage broker, servicing agent, or other person to act on the behalf of the holders of the loan; and
- (b) The sale, encumbrance, or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of

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foreclosure.

The beneficiary or his agent may charge reasonable fees for preparation of a beneficiary demand. The fee may vary with the complexity but shall be based on the fees charged by an attorney for preparing the statement. A fee of \$200.00 shall be presumed to be reasonable.

This trust deed is a portion of the collateral for a single note in the amount of \$185,500.00.

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.

[Signature] DATE May 15 2003
Edward L Mason

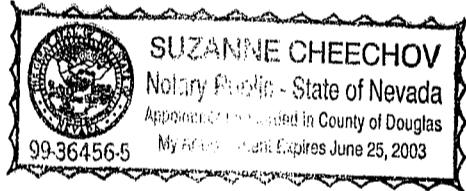
[Signature] DATE 5-15-2003
Jo-An P Mason

STATE OF NV
COUNTY OF Douglas

On 5/15/03, before me, the undersigned, a notary public in and for said State personally appeared Edward L. Mason and Jo-An P. Mason, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature [Signature]
Name Suzanne Cheechov
NOTARY PUBLIC



Escrow Number 030101265
Loan Number MHEM656

RECORDING REQUESTED BY:
Ruth E Altmiller
WHEN RECORDED RETURN TO:
Butler Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448



REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2003 MAY 15 PM 3: 22

WERNER CHRISTEN
RECORDER

\$ 16.00 PAID [Signature] DEPUTY

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