

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this 10day of May, 2003, between, ROGER H. THACHER, an unmarried man, herein called TRUSTOR, whose address is 1913 Black Sage Circle, Gardnerville, Nevada 89410, and MARQUIS TITLE & ESCROW INC., a Nevada Corporation, herein called TRUSTEE, and

JEAN PIERRE IRISSARRY, Trustee of the JEAN IRISSARRY 1993 REVOCABLE TRUST as to an undivided \$35,500.00 interest and PAULINE LAYBOURN, an unmarried woman as to an undivided \$30,000.00 interest and ROY WEST AND ERNESTINE WEST, Co-Trustees of the ROY WEST AND ERNESTINE WEST FAMILY TRUST, dated June 2, 1990 as to an undivided \$59,500.00 interest and FONTELLA L. KIRK, Trustee of THE 2003 KIRK AND DUTTON TRUST, dated January 29, 2003 as to an undivided \$42,000.00 interest and DONALD L. DAVIS AND IRMA L. DAVIS, Trustees of THE DAVIS FAMILY TRUST UNDER AGREEMENT dated June 19, 1996 as to an undivided \$25,000.00 interest and LAURIE HENNESSY, an unmarried woman as to an undivided \$33,000.00 interest, herein called BENEFICIARIES.

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. 1220-01-002-025, more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

IN THE EVENT TRUSTORS 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.

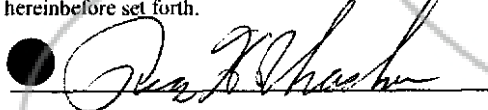
For the purpose of securing (1) payment of the sum of \$ 225,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor 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
Churehill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861 226 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.



ROGER H. THACHER

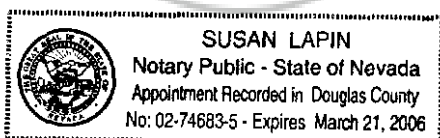
STATE OF NEVADA  
COUNTY OF DOUGLAS

On June 2, 2003  
personally appeared before me, a Notary Public  
Roger H. Thacher  
who acknowledged that he executed the above instrument.

  
Notary Public

WHEN RECORDED MAIL TO

Marquis Title & Escrow, Inc.  
1520 US HWY 395 N  
Gardnerville, NV 89410



0578873

BK0603PG01727

## EXHIBIT "A"

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

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 12 North, Range 20 East, M.D.B. & M., in Douglas County, Nevada, described as follows:

BEGINNING at a point on the West boundary of the said Southwest 1/4 of the Southeast 1/4 of Section 1, Township 12 North, Range 20 East, from which the South 1/4 corner of said section Bears South 0°01'12" East, 320.00 feet;

thence South 89°52'03" East, 280.00 feet;

thence on a curve to the left from a tangent bearing South 0°07'57" West with a radius of 50 feet, through an angle of 104°56'22" for a length of 91.58 feet;

thence South 42°29'35" West, 292.94 feet;

thence North 89°52'03" West, 200.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for a road located in the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 12 North, Range 20 East, M.D.B. & M., known as the Black Sage Circle, 50 feet wide, being 25 feet on each side of the center line of a cul-de-sac at the Northwest end of a 50 foot radius described as follows:

BEGINNING at a point in the center line of the Fish Springs Road from which the South 1/4 corner of said Section 1 bears South 44°19'12" West 897.84 feet;

thence running North 44°48'25" West, 421.32 feet to the center of the cul-de-sac, including the 50 foot radius cul-de-sac.

Per NRS 111.312, this legal description was previously recorded on November 15, 2002, in Book 1102, at Page 6667, as Document No. 557956, of Official Records.

Assessor's Parcel No. 1220-01-002-025

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

2003 JUN -4 PM 3: 54

WERNER CHRISTEN  
RECORDER

\$15<sup>00</sup> PAID AB DEPUTY

0578873

BK 0603 PG 01728

A.P.N.1220-01-002-025  
ESCROW NO. 23707124

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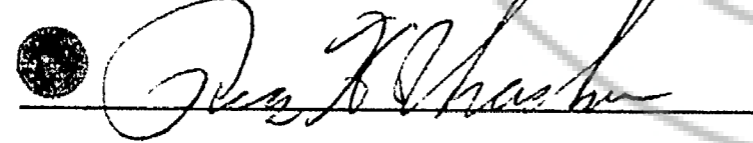
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\_\_\_\_\_  
ROGER H. THACHER

STATE OF NEVADA  
COUNTY OF DOUGLAS  
On June 2, 2003  
personally appeared before me, a Notary Public  
Roger H. Thacher  
who acknowledged that he executed the above  
instrument.

  
\_\_\_\_\_  
Notary Public

WHEN RECORDED MAIL TO

Marquis Title & Escrow, Inc.  
1520 US HWY 395 N  
Gardnerville, NV 89410

 SUSAN LAPIN  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 02-74683-5 - Expires March 21, 2006

0578873

BK0603PG01727

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