

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

2004 JAN 28 PM 2:51

WERNER CHRISTEN
RECORDER

\$17.00 PAID *KJ* DEPUTY

A.P.N. 1121-05-510-017
Escrow Number 23303244
Loan Number NTJO231

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made JAN 15 04, between Nevada Johnson, Inc., a Nevada Corporation, whose address is P.O. Box 1848 Gardnerville, Nv 89410, herein called TRUSTOR, Marquis title & Escrow, Inc., herein called TRUSTEE, and NELSON FAMILY "B" TRUST, AN INTERVIVOS TRUST, as to an undivided \$60,000 interest and Ruth E. Altmiller & Kris Altmiller, Husband and wife as to an undivided \$50,000 interest Tenants in Common, 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:

N/A
~~Leasehold estate as created by that certain lease dated February 9, 1999, made by and between PTP, Inc., a Nevada corporation as lessor, and PAULA M. SIEVER, an unmarried woman, as lessee for the term and upon the terms and conditions contained in said lease recorded February 19, 1999, in Book 299, Page 4058, as document No 461526, amended March 8, 2000 in Book 0300 page 1742, document No 487628, Amended January 9, 2002 in Book 0102 at page 1927 as Document No. 531835, and again amended on October 28, 2002 in Book 1002 Page 11666, as Document No 555928, official Records, Douglas Co. Nevada in and to the following:~~

N/A
~~Leasehold estate as created by that certain lease dated February 9, 1999, made by and between PTP, Inc., a Nevada corporation as lessor, and PAULA M. SIEVER, an unmarried woman, as lessee for the term and upon the terms and conditions contained in said lease recorded February 19, 1999, in Book 299, Page 4058, as document No 461526, amended March 8, 2000 in Book 0300 page 1742, document No 487628, Amended January 9, 2002 in Book 0102 at page 1927 as Document No. 531835, and again amended on October 28, 2002 in Book 1002 Page 11666, as Document No 555928, official Records, Douglas Co. Nevada in and to the following:~~

Leasehold estate as created by that certain lease dated 1-15-04, made by and between Paula M. Siever, an unmarried woman as lessor, and

0603120

BK 0104 PG 09504

Nevada Johnson, Inc. a Nevada corporation, as lessee

for the term and upon the terms and conditions contained in said lease recorded _____, in Book _____, Page _____, as document No _____ in and to the following:

LOT 8, AS SET FORTH ON THE RECORD OF SURVEY FOR PINEVIEW DEVELOPMENT, UNIT NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON October 13, 1997, in BOOK 1097, PAGE 2348, AS DOCUMENT NO 423881 AND AMENDED BY RECORD OF SURVEY RECORDED MARCH 8, 2000 AS DOCUMENT NO 487625 OFFICIAL RECORDS

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$110,000.00 (One Hundred Ten Thousand), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that is secured by this Deed of Trust. This trust deed shall constitute collateral for all loans to the borrower by other lenders of Butler Mortgage Co.

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 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	
Clark	Nevada	861226 Off. Rec.		00857
Nye	Nevada	558 Off rec.	075	173588

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

0603120

BK0104PG09505

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 \$150.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby, or for each beneficiary statement requested.

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 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.

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.

The Beneficiary requests that a copy of any notice of default and any notice of sale be mailed to them at their address set forth below, Care of NHD mortgage co., Inc.

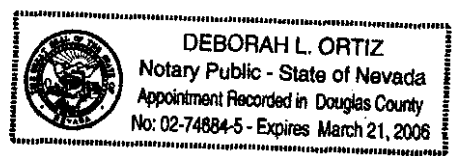
[Signature] DATE 1-27-04
Nevada Johnson, Inc.

[Signature] DATE 1-27-04
Kirk Johnson

STATE OF Nevada)
COUNTY OF Douglas)

On January 27, 04 before me, the undersigned, a notary public in and for said State personally appeared KIRK JOHNSON, 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 Deborah L. Ortiz



0603120
BK0104PG09506

Name DEBORAH L ORTIZ
NOTARY PUBLIC

Escrow Number 23303244
Loan Number NPJO231

RECORDING REQUESTED BY:
L.E. NELSON FAMILY "B" TRUST
WHEN RECORDED RETURN TO:
NHD Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448

COPY

0603120
BK0104PG09507