

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

2004 JUL 23 PM 3:29

WERNER CHRISTEN
RECORDER

\$17⁵⁰ PAID *KY* DEPUTY

A.P.N. 1220-01-002-050
Escrow Number 040801593-CH
Loan Number RFJK18

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made JUN 20 04, between JEFF KIRBY HOMES, INC, A NEVADA CORPORATION, whose address is 2972 San Mateo Minden, Nv 89423, herein called TRUSTOR, Stewart title of Douglas County, Inc., herein called TRUSTEE, and Robert W. Fesler and Virginia M. Fesler Trustees of The Robert W. Fesler and Virginia M. Fesler Joint Revocable Trust Agreement Dtd 2/27/03, as to a \$100,000 interest, Pensco Trust Company, Inc, Custodian FBO Gerald Paulsen IRA # PA040, as to a \$100,000 interest, Ruth Altmiller and Chris Altmiller, Husband and wife as community property as to a \$60,000 interest and Mouttet Living Trust, Dated May 15, 1998, Hildegard and Rene Mouttet, Trustee as to a \$195,000 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:

All that land situated in the State of Nevada, County of Douglas, described as follows:

Being a portion of the Southwest 1/4 of Section 1, township 12 North, Range 20 East further described as follows:

Lot 18 in Block C as set forth on the final map #PD01-19 for STERLING RANCH ESTATES, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the County Recorder of Douglas County, State of Nevada, September 17, 2002, Book 0902, Page 5372, as document No. 552347, and by the certificate of amendment recorded March 26, 2003, Book 0303, Page 12541, as Document No. 571358 1220-01-002-050,

A.P.N. 1220-01-002-050

Together with the rights to all governmental permits or licenses of all types and all personal property whether affixed to the property or not which are necessary for the ordinary and intended use of the property,

0619650

BK0704PG10365

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 payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$455,000.00 (Four Hundred Fifty Five 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 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.

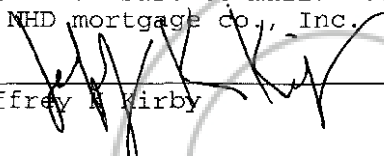
The holders of 51% or more of the beneficial interests of record may act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including without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

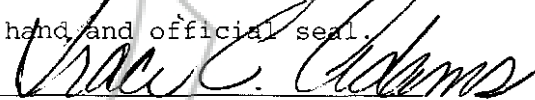
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

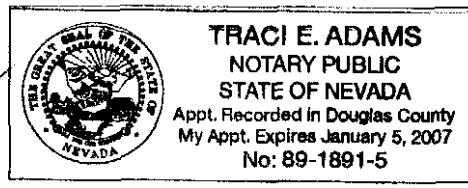
The Beneficiary requests that a copy of any notice of default and any notice of sale be mailed to them at their address set forth below, Care of NHD mortgage co., Inc.


 _____ DATE 7-7-04
 Jeffrey K. Kirby
 _____ DATE _____

STATE OF NEVADA)
 COUNTY OF DOUGLAS)

On JULY 7, 2004, before me, the undersigned, a notary public in and for said State personally appeared JEFFREY K. KIRBY, 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 
 Name TRACI E. ADAMS
 NOTARY PUBLIC



0619650
 BK0704PG10367

Escrow Number 040801593-CH
Loan Number RFJK18

RECORDING REQUESTED BY:
Robert Fesler, Trustee
WHEN RECORDED RETURN TO:
NHD Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448

COPY

0619650
BK0704PG10368