

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

2004 AUG 11 PM 4:25

WERNER CHRISTEN
RECORDER

\$17⁰⁰ PAID KJ DEPUTY

A.P.N. 1121-05-515-010
Escrow Number 24-7232
Loan Number EMJO139

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made AUG 4 04, between Johnson Development, LLC, a Nevada Limited Liability Company, whose address is 248 MARK STREET Gardnerville, NV 89410, herein called TRUSTOR, Marquis title & Escrow, Inc., herein called TRUSTEE, and Ester Martinelli, an unmarried woman, as to an undivided \$90,000 interest and The Johnson Trust, Jerry or Anne Johnson, Co Trustees as to an undivided \$20,000, and Jeri Lynn Johnson, an unmarried woman, as to an undivided \$60,000 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:

Leasehold estate as created by that certain lease dated 8-11-04, made by and between PTP, INC., a Nevada corp, as lessor, and JOHNSON DEVELOPMENT, LLC, as lessee, for the term and upon the terms and conditions contained in said lease recorded 8-11-04, 2004, in Book 0804, Page 4569, as Document No. 621224, in and to the following:

Lot 139, as set forth on the Record of Survey for PINEVIEW DEVELOPMENT UNIT NO. 5, filed for record in the office of the County Recorder on July 26, 2004, in Book 0704, Page 10502, as Document No. 619666.,

A.P.N. 112105515010

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, 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

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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 \$170,000.00 (One Hundred Seventy 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.

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Ester Martinelli
WHEN RECORDED RETURN TO:
NHD Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448

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