APN 1318-15-611-073

RECORDING REQUESTED BY: TSI TITLE & ESCROW, INC. ESCROW NO.: 05-50971-RM TITLE NO. 05-50971-CLG

WHEN RECORDED MAIL TO: John F. Ahern, Trustee Judith W. Ahern, Trustee P.O. Box 10269 Zephyr Cove, NV. 89448 DOC # 0645341 05/26/2005 03:49 PM Deputy: BC OFFICIAL RECORD Requested By: T S I TITLE

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 2 Fee: BK-0505 PG-12093 RPTT:

15.00



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this20t	hday of _May, 2005,
between555 ENTERPRISES, LL	C, A NEVADA LIMITED LIABILITY COMPANY
Herein called TRUSTOR,	
,	
whose address is P.O. Box 5458, La	ke Tahoe (Stateline), NV. 89449

(number and street)

and TSI TITLE AND ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

JOHN F. AHERN AND JUDITH W. AHERN, TRUSTEES OF THE JOHN F. AHERN FAMILY TRUST DATED 7/13/83, herein called BENEFICIARY.

(city)

(state)

(zip)

INITIAL

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in DOUGLAS County, Nevada, described as:

Lot 21 in Block B, as shown on the map of Round Hill Village Unit No. 4, filed in the office of the County Recorder of Douglas County, Nevada, on April 25, 1966 as Document No. 31837.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

"In the event Trustor, without prior written consent of the Beneficiary, sells, agrees to sell, transfers, conveys or encumbers/refinances its interest in said real property or any part thereof, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms "Trustor" and "Beneficiary" include their successors."

__INITIAL

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 \$800,000.00 __executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note of even date herewith secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county, viz.:

DOCUMENT

DOCUMENT

DOCUMENT

COUNTY	<u>NO</u>	<u>BK</u>	<u>PG</u>	COUNTY	<u>NO</u>	<u>BK</u>	<u>PG</u>	COUNTY	<u>NO</u>	<u>BK</u>	<u>PG</u>
Clark 4	413987	514		Humboldt	116986	3	83	Nye	47157	67	163
Churchill 1	104132	34 mrgs	591	Lander	41172	3	758	Ormsby	72637	19	102
	24495			Lincoln	41292	0 mtgs	s 467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	Rmtgs	. 112
Esmeralda	26291	3H deeds	138	Lyon	88486	31 mtgs	s. 449	White Pine	128126	261	341-3
Eureka	39602	3	283	Mineral	76648	16 mtg	s. 534	· .		-	transport

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$800,000.00; Attorney's fees shall be reasonable; interest shall be 6%.

ANY REFERENCE MADE TO INSURANCE IS NOT APPLICABLE.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

BY: DONALD R. DAILEY, MANAGER

BY: THOMAS F. SAKOWSKI, MANAGER

STATE OF NEVADA

COUNTY OF: LOUGLES

Dayley and Thomas F. Sakowski,

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 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.

Signatur

R.L. McEWING
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 93-5224-5 - Expires April 26, 2009