

DOC # 0711711
10/23/2007 02:17 PM Deputy: GB
OFFICIAL RECORD
Requested By:
MARQUIS TITLE & ESCROW INC

Assessor's Parcel No.: 1320-33-402-061

Recording Requested by:
Marquis Title & Escrow, Inc.
1520 U.S. Highway 395 North
Gardnerville, NV 89410

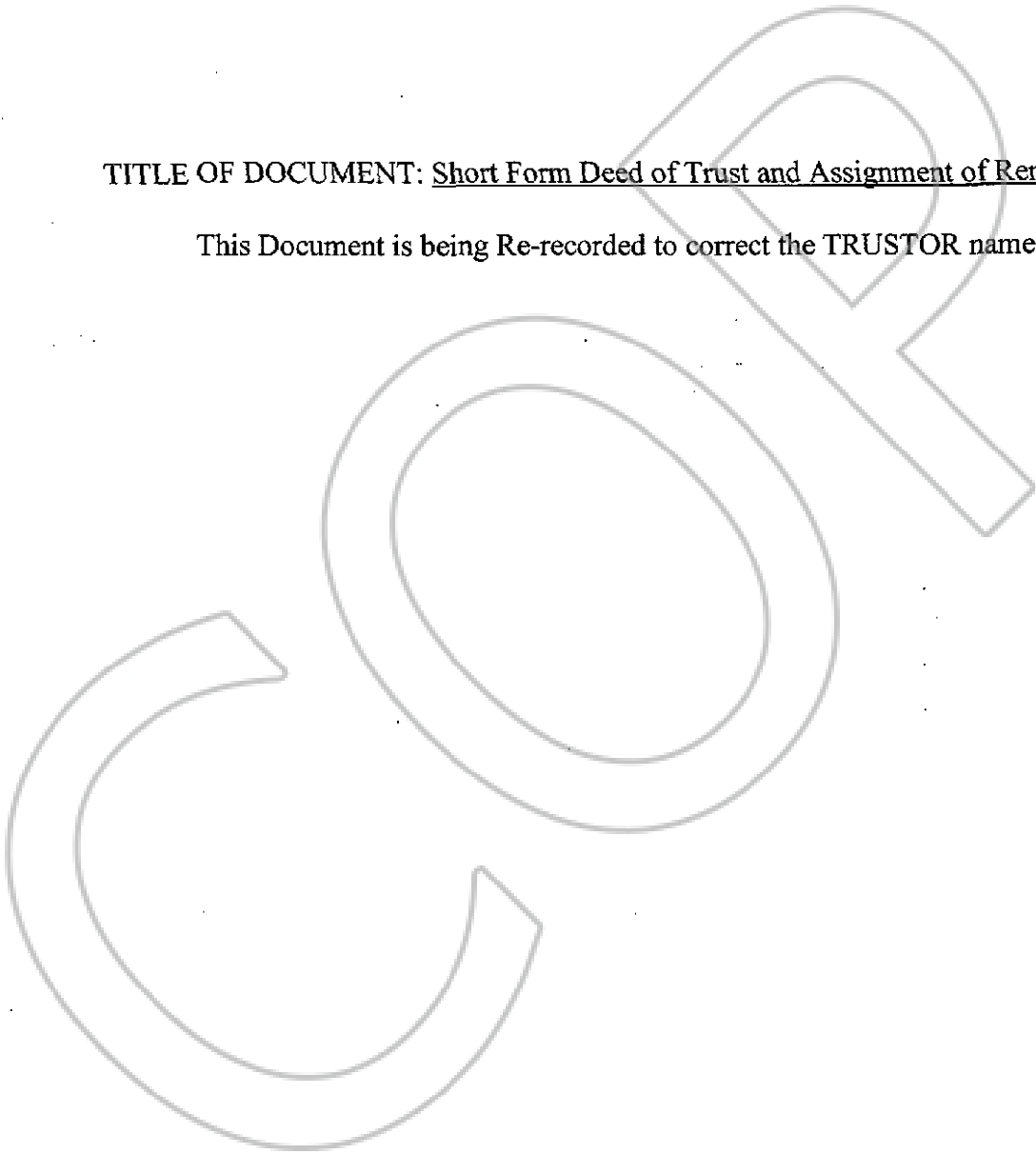
Escrow Number: 270177

Douglas County - NV
Werner Christen - Recorder
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BK-1007 PG- 6396 RPIT: 0.00



TITLE OF DOCUMENT: Short Form Deed of Trust and Assignment of Rents

This Document is being Re-recorded to correct the TRUSTOR name.



A.P.N. 1320-33-402-061
ESCROW NO. 270177

Douglas County - NV
Werner Christen - Recorder

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BK-1007 PG- 2778 RPTT: 0.00

WHEN RECORDED MAIL TO:
Laurie A. Miller
319 Ramona Street
Palo Alto, CA 94301

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5th day of October, 2007, between , Nevada Johnson ~~Inc.~~ ^{Ventures, Inc.,} a Nevada Corporation, herein called TRUSTOR,

whose address is 1427 Highway 395 Gardnerville, NV 89410

and **MARQUIS TITLE & ESCROW, INC.**, a Nevada Corporation, herein called TRUSTEE and

Laurie A. Miller, herein called BENEFICIARY.

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. 1320-33-402-061, more specifically described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION.

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

THIS DEED OF TRUST IS BEING RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREOF OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.

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 \$140,000.00 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:

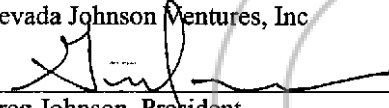


COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off Rec.	248	86043
Churchill	Off Rec.		224333	Lyon	Off Rec.		0104086
Clark	861226 Off Rec.		00857	Mineral	112 Off Rec.	352	078762
Douglas	1286 Off Rec.	2432	147018	Nye	558 Off Rec.	075	173588
Elko	545 Off Rec.	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 therefore 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.

Nevada Johnson Ventures, Inc

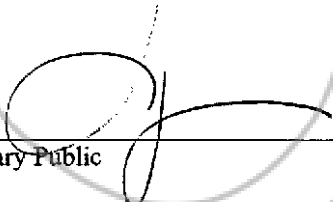


Greg Johnson, President

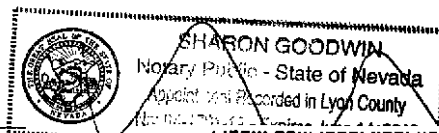
STATE OF NEVADA
COUNTY OF Douglas

On this 5th day of October, 2007, before me a Notary Public in and for said County and State, personally appeared Greg Johnson, President of Nevada Johnson Ventures, Inc.

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.

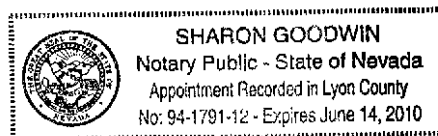


Notary Public



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PG- 6398

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EXHIBIT "A"

Description of that certain lot, piece or parcel of land being a portion of Section 33, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the record location of the Dettling Town Monument per the map for AUGUSTINE BORDA in Gardnerville, dated February 21, 1949, Douglas County Records;

thence North 41°46'34" West, 636.76 feet to the intersection of the Northerly right-of-way line of U.S. Highway 395 (Main Street) and the Westerly right-of-way line of Eddy Street, said point being the TRUE POINT OF BEGINNING;

thence along the Northerly right-of-way line of U.S. Highway 395, North 44°54'00" West, 115.51 feet;

thence leaving said right-of-way line North 46°19'20" East, 87.00 feet;

thence North 43°40'40" West, 1.46 feet;

thence North 45°39'10" East, 187.50 feet to a point on the Southerly right-of-way line of Courthouse Alley;

thence along said Southerly right-of-way line of Courthouse Alley, South 45°17'30" East, 118.20 feet to the intersection of the Southerly right-of-way line of Courthouse Alley and the Westerly right-of-way line of Eddy Street;

thence along the Westerly right-of-way line of Eddy Street, South 46°07'01" West, 275.35 feet to the TRUE POINT OF BEGINNING.

BASIS OF BEARING: The Basis of Bearing is the South line of Parcels 1 and 2, as shown on the map for MRS. AUGUSTINE BORDA dated February 21, 1949, Douglas County Records (North 44°59'00").

Said parcel being further delineated on Record of Survey for Nevada Johnson Ventures Inc. recorded September 8, 1999, in Book 999, Page 1097, Document No. 476063, Official Records of Douglas County, Nevada.

NOTE: Per NRS 111.312, this legal description was previously recorded on March 8, 2002, in Book 0302, at Page 2717, as Document No. 536472, of Official Records. This Note will be removed from the policy of Title Insurance.

Assessor's Parcel No. 1320-33-402-061

