

OFFICIAL RECORD
Requested By:
MARQUIS TITLE & ESCROW

A.P.N.1219-26-002-010
ESCROW NO. 280229

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-0908 PG- 6167 RPTT: 0.00

WHEN RECORDED MAIL TO:
D. Gerald Bing, Jr.
P.O. Box 487
Minden, NV 89423



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of September, 2008, between KIM POSNIEN and DEBBIE POSNIEN, husband and wife as joint tenants, herein called TRUSTOR,

whose address is 440 FOOTHILL ROAD, GARDNERVILLE, NV 89410

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

D. GERALD BING JR., Trustee of **THE GERALD BING JR. TRUST**, dated January 17, 2000, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. 1219-26-002-010, more specifically described as follows:

See Exhibit "A" attached hereto and made a part of.

DUE ON SALE 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.

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.

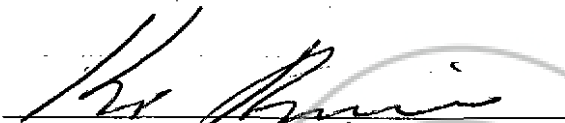
For the purpose of securing (1) payment of the sum of **\$600,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of 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 evidenced 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	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	861226		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec	075	173588
Douglas	1286 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko	545 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	110 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Eureka	153 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077				
Lander	279 Off. Rec.						

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.



 KIM POSNIEN



 DEBBIE POSNIEN

STATE OF NEVADA
 COUNTY OF Douglas

On this 24 day of September, 2008, before me a Notary Public in and for said County and State, personally appeared Kim Posnien and Debbie Posnien 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



EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within the North one-half of the Southeast one-quarter of Section 26, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point being the intersection of the Southerly line of said North one-half of the Southeast one-quarter of Section 26 with the Southwesterly right-of-way of Foothill Road which bears North 33°23'54" West, 1,583.40 feet from the Southeast corner of said Section 26;

Thence North 89°54'57" West, along said Southerly line, 888.74 feet to its intersection with the Nevada/California State Line;

Thence North 48°37'39" West, along said Nevada/California State Line, 2.53 feet;

Thence North 43°19'02" East, 175.14 feet to the Southwesterly corner of the Hellwinkel parcel as shown on the Record of Survey for Budd Dressler, Document No. 159902 of the Douglas Recorder's Office;

Thence North 43°19'02" East, along the Southerly line of said Hellwinkel parcel, 435.42 feet to a 5/8" rebar on said Southwesterly right-of-way line of Foothill Road being the Southeasterly corner of thereof;

Thence South 46°31'52" East, along said Southwesterly right-of-way line, 650.05 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey recorded January 15, 1999, in Book 199, Page 2617, as Document No. 458769.

APN: 1219-26-002-010

Per NRS 111.312, this legal description was previously recorded on October 31, 2007, in Book 1007, Page 8975, as Document No 712210, Official Records of Douglas County, Nevada.

