

A.P.N. 1220-24-701-055
ESCROW NO. 100264SL

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0810 PG- 4003 RPTT: 0.00

WHEN RECORDED MAIL TO:
Lois Jean Johnson
P.O. Box 1984
Gardnerville, NV 89410



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of August, 2010, between KIRK ALAN JOHNSON and GINA LEE JOHNSON, Trustees of THE KIRK AND GINA JOHNSON FAMILY TRUST, dated December 6, 2004, herein called TRUSTOR,

whose address is P.O. Box 2835, Gardnerville, NV 89410

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

LOIS JEAN JOHNSON, Surviving Trustee of THE DAVID W. & LOIS J. JOHNSON FAMILY TRUST U/D/T 07-07-04, 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. 1220-24-701-055, more specifically described as follows:

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 \$160,000.00 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	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
Esméralda	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.



 KIRK ALAN JOHNSON, Trustee



 GINA LEE JOHNSON, Trustee

STATE OF NEVADA
 COUNTY OF Douglas

On this 16th day of August, 2010, before me a Notary Public in and for said County and State, personally appeared Kirk Alan Johnson and Gina Lee Johnson 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

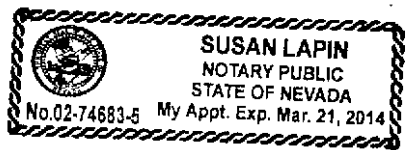


EXHIBIT "A"

A parcel of land within the North 1/2 of the Southeast 1/2 of Section 24, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada and more particularly described as follows:

COMMENCING at the East 14 corner of Section 24, Township 12 North, Range 20 East, M.D.B. & M.;

Thence South 00°02'38" East, a distance of 659.51 feet to a 5/8" rebar with cap stamped PLS 3090 which is the TRUE POINT OF BEGINNING:

Thence South 00°02'53" West, a distance of 164.96 feet to a 5/8" rebar with cap stamped PLS 3090;

Thence North 89°59'17" West, a distance of 253.11 feet to a 5/8" rebar with cap stamped PLS 3090;

Thence North 48°33'09" West, a distance of 161.84 feet to a 5/8" rebar with cap stamped PLS 3090 on the Southerly right-of-way line of Lacey Court;

Thence along a curve to the left along said right-of-way line, having a radial bearing of North 26°57'45" West, through a central angle of 62°53'42", with a radius of 65.00 feet, an arc length of 71.35 feet to a 5/8" rebar with cap stamped PLS 3090;

Thence North 90°00'00" East, a distance of 339.03 feet to the POINT OF BEGINNING.

The basis of bearings for the above description is the North line of Parcel 4C of Parcel Map #LDA 04-059, Document No. 657946, Official Records of Douglas County. Said line bears North 90°00'00" East.

Said land further shown as Parcel 4C, as set forth on that Record of Survey to Support a Boundary Line Adjustment for Kirk and Gina Johnson, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 17, 2008, as Document No. 733206.

APN: 1220-24-701-055

This description was previously recorded on November 17, 2008, in Book 1108, Page 3208, as Document No. 733205, Official Records of Douglas County, Nevada.