

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST, made this 1st day of March, 1976,
by and between HAROLD P. JOHNISEE and ALICE JOHNISEE, his wife, of
Crescent Valley Trailer Court, Crescent Valley, Nevada, as Trustors,
and FIRST AMERICAN TITLE COMPANY OF NEVADA, Elko, Nevada, as
Trustee, and V. M. SCHROEPPER and ESTHER T. SCHROEPPER, his wife,
as joint tenants with right of survivorship, and JAMES H. WOODYARD,
AS HIS SOLE AND SEPARATE PROPERTY, all of 6235 Lankershim Boulevard,
North Hollywood, California 91606, as Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey,
and confirm unto the said Trustee, and to its successors and assigns,
with power to sell, the following described real and personal
property situate in the County of Eureka, State of Nevada, more
particularly described as follows:

Parcel I

Lots 2, 3, 25, 26 and 27 in Block 31, CRESCENT
VALLEY RANCH & FARMS UNIT NO. 1, as shown on the
map filed in the Office of the County Recorder of
Eureka County, Nevada, on April 6, 1959, as
Document 34081.

Parcel II

Lots 4, 5, 6, 23, 24 and 28, in Block 31, CRESCENT
VALLEY RANCH & FARMS UNIT NO. 1, as shown on the
map filed in the Office of the County Recorder
of Eureka County, Nevada, on April 6, 1959, as
Document 34081.

TOGETHER with all buildings and improvements on the
above parcels.

SUBJECT to all easements and reservations of record.

TOGETHER with the following personal property;

1958 ABC House Trailer #8659
1962 Homcrest House Trailer #K6528H
1959 Plymouth House Trailer #9AL1047002682
1963 Biltmore House Trailer #B5531116103
1956 Liberty House Trailer #22360
1960 Windsor-Marvel House Trailer #551-568
1956 Anderson House Trailer #5610584
1971 National House Trailer #2201114
1958 Kit House Trailer #47X2F59
1958 Pacemaker House Trailer #JEG48JDK438
1961 Spacemaker House Trailer #553091
1963 Riviera Trailer that serves as a
Laundramat #51606

TOGETHER with the following additional personal property:

8 Speed Queen Washing Machines
4 Speed Queen Commercial Dryers
1 Boiler
1 Hair Dryer
1 1,000 Gallon Propane Tank
Miscellaneous Furniture situate on the above property.

TOGETHER with the tenements, hereditaments, and appur-
tenances thereunto belonging or appertaining, and the
reversion and reversions, remainder and remainders,
rents, issues, and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustees, and to its
successors and assigns, upon the trusts, covenants and agreements
herein expressed and as security for the payment of a certain
Promissory Note dated March 1, 1976, for the principal sum of
\$45,800.00, bearing interest from March 1, 1976, at the rate of NINE
PERCENT (9%) per annum, said principal sum and interest being payable
in installments as more specifically set forth in said Note; said
Note being executed by the Trustors herein to the said Beneficiaries
and payable in care of JAMES H. WOODYARD, 6235 Lankershim, North
Hollywood, California, or wherever else said Beneficiaries, in writing,
may designate. Said Note is hereby referred to and incorporated
herein as though set forth in full herein. This Deed of Trust is
also given as security for the payment of any and all monies which the

Beneficiaries, and Trustee, or any of them, may or shall hereafter loan or advance to the Trustors, or either of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustors, or either of them, to the said Trustee, or the Beneficiaries, or any of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including all fences, buildings, trailer houses, and other improvements thereon in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of

all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries, and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants No. 1, 2(\$44,000.00), 3, 4(9%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept, and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended

to and does, include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine and signed by the proper parties.

10. The Trustors shall not permit any lien or other encumbrance upon the above described property, or any part thereof, without the written consent of the Beneficiaries; nor shall the Trustors sell, assign, convey, or transfer any part of the said property without first obtaining the written consent of the Beneficiaries, except for usual and ordinary replacements of furniture, machinery and equipment.

11. To the extent that this Deed of Trust includes personal property, it shall be deemed a Security Agreement and Financing

Statement and in the event of default, the Beneficiaries shall have all remedies pertaining thereto including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respbct to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers all items of machinery, equipment, vehicles, trailer houses, furniture, fixtures, and other personal property used in connection with or attached to the real property herein described and HAROLD P. JOHNISEE and ALICE JOHNISEE, his wife, are the record owners of said real property. So long as there is no default in the obligation secured hereby, the Trustors shall have the right to make the usual and ordinary replacements of furniture, machinery, and other equipment, which replacements shall be subject to this Security Agreement.

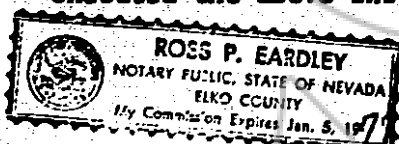
IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

Harold P. Johnisee
HAROLD P. JOHNISEE

Alice Johnisee
ALICE JOHNISEE

STATE OF NEVADA)
COUNTY OF ELKO) SS.

On this 25th day of March, 1976, personally appeared before me HAROLD P. JOHNISEE and ALICE JOHNISEE, who acknowledged that they executed the above instrument.



Ross P. Eardley
NOTARY PUBLIC

FIRST AMERICAN TITLE COMPANY
OF NEVADA

RECORDED AT THE REQUEST OF _____ -6-
on March 30, 1976, at 46 mins. past 11 A.M. In
Book 54 of OFFICIAL RECORDS, page 230-235, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61035 Fee \$ 8.00

BOOK 54 PAGE 235