

Order No. 43885 TO

Escrow No. 152586PE-3

When Recorded Mail To:

KEVIN T. SHEA AND CHERYL KAY SHEA

1398 FARMINGTON DRIVE, VACAVILLE, CA 95687

AP NO.: 5-460-29

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made FEBRUARY 23, 1996

between

HENRY T. RUNGE, SR. AND BONITA M. RUNGE, HUSBAND AND WIFE

whose address is P.O. BOX 503, OROVILLE, CA 95965

(Number and Street)

(City)

(State)

TRUSTEE, and

KEVIN T. SHEA AND CHERYL KAY SHEA, HUSBAND AND WIFE, AS JOINT TENANTS

BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of EUREKA

, State of NEVADA described as:

TOWNSHIP 29 NORTH, RANGE 48 EAST, MDB&M

SECTION 25: NW1/4SW1/4NW1/4

EXCEPTING THEREFROM, ALL PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM AS RESERVED BY SOUTHERN PACIFIC LAND COMPANY IN DEED RECORDED SEPTEMBER 24, 1951 IN BOOK 24 OF DEED RECORDS AT PAGE 168, EUREKA COUNTY, NEVADA.

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 \$ 2,000.00 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.	682747	682747
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782
Lincoln	37 Off. Rec.	341	45902
Lyon	11 Off. Rec.	129	89073
Mineral	105 Off. Rec.	107	04823
Nye	72 Off. Rec.	537	32867
Ormsby	11 Off. Rec.	249	66107
Pershing	11 Off. Rec.	206	31506
Storey	300 Off. Rec.	517	107192
Washoe	295 R. E. Records	258	

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA  
CALIFORNIA

County of BUTTE )  
) ss. )

Signature of Trustor

*Henry T. Runge, Sr.*

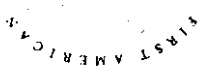
*Bonita M. Runge*  
*as her attorney in fact*

On APRIL 10, 1996  
personally appeared before me, a Notary Public,  
HENRY T. RUNGE, SR.\*\*\*

who acknowledged that he executed the above instrument.

*Henry T. Runge, Sr.*  
Notary Public

PENNY C. ENGLAND



Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Please mail Deed of Trust, Note and Reconveyance to

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

DO NOT RECORD TO TRUSTEE

set forth. The undersigned Trustee requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore of the covenants hereinabove set forth by reference.

(13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove set forth by reference.

(12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee plural.

(11) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.

(9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

(8) The following covenants: Nos. 1, 2, 3, 4, (interest 10%), 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other provisions for substitution, statutory or otherwise. The following covenants: Nos. 1, 2, 3, 4, (interest 10%), 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other provisions for substitution, statutory or otherwise.

(7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereon upon such instrument of substitution.

(6) After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(5) Trustor shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein-after defined, may purchase at such sale.

(4) Trustor shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein-after defined, may purchase at such sale.

(3) Trustor shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein-after defined, may purchase at such sale.

(2) Trustor shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein-after defined, may purchase at such sale.

(1) Trustor shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein-after defined, may purchase at such sale.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without effecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:

(a) reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereof; or join in any extension agreement or other agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary and retention or other disposition as Trustee may choose, and upon payment of its fees, Trustee shall reconvey, with-out warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and covenants with Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including the past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as he may deem proper, to collect and retain such rents, issues and profits as they become due and payable.

(6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

(7) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

(8) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(9) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

DO NOT RECORD TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and worklike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon, not to commit suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

**Mid Valley Title and Escrow Company**



STATE OF CALIFORNIA  
COUNTY OF BUTTE

SS.

On APRIL 10, 1996

, before me, PENNY C. ENGLAND

personally appeared HENRY T. RUNGE, SR.\*\*\*

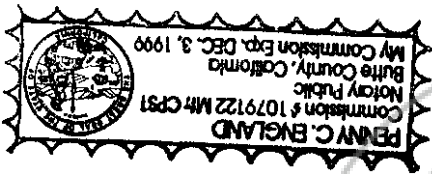
, personally known to me

(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.

WITNESS my hand and official seal.

Signature

*Penny C. England*  
PENNY C. ENGLAND



(This area for official notarial seal)

Title of Document	DEED OF TRUST WITH ASSIGNMENT OF RENTS
Date of Document	FEBRUARY 23, 1996
No. of Pages	1
Other signatures not acknowledged	

Oroville Chico Paradise  
BOOK 294 PAGE 455

COPY

BOOK 294 PAGE 456

161842

BOOK 294 PAGE 453  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*West American City*  
96 APR 18 AM 11:51  
EUREKA COUNTY NEVADA  
M.N. REBAL/ATI, RECORDER  
FILE NO. FEES \$10.00