

170966

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

13018016

This Deed of Trust, made this 9th day of October, 1998, between D & D TIRE, INC., a Nevada corporation, herein called TRUSTOR, whose address is P. O. BOX 495, FERNLEY, NV 89408, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and RICHARD RUPPERT, TRUSTEE FOR THE RUPPERT FAMILY TRUST, DATED 1/26/84, as to an undivided 16.6667% interest; NANCY PEEK IVES, as to an undivided 10% interest; DONALD V. WEIR, TRUSTEE OF THE DONALD V. WEIR TRUST, DATED 2/16/84, as to an undivided 16.6667% interest; CARY LURIE, TRUSTEE OF THE ARTHUR J. LURIE, M.D. LTD RETIREMENT PLAN, as to an undivided 40% interest; and WILLIAM V. CONRAN, TRUSTEE OF THE WILLIAM V. CONRAN M.D. LTD PROFIT SHARING PLAN, as to an undivided 16.6666% interest, herein called BENEFICIARY whose address is C/O Lakeside Mortgage Company, 6140 Plumas Street, Reno, NV 89509

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka County, Nevada, described as:

A parcel of land being a portion of Lot 2 of Parcel 1 as shown on that certain Parcel Map for William G. Oliver, recorded in the Official Records of Eureka County September 20, 1983, as File No. 89171, situate within U.S. Government Lot 16, Section 29, Township 20 North, Range 53 East, M.D.B.&M., more particularly described as follows:

Lot 2 of that certain Parcel Map for Jerry and Edward Anderson recorded October 1, 1984, in the Office of the County Recorder of Eureka County, Nevada, as File No. 96027, Eureka County, Nevada records.

EXCEPTING AND RESERVING, also, to the United States all the oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914, (38 Stat. 509), as reserved in the U.S. Patent recorded March 21, 1966 in Book 10 of Official Records, Page 205 as File No. 41830, Eureka County, Nevada records.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

The Promissory Note referred to herein is also secured by two additional Deeds of Trust on certain parcel of land as therein described situated in Nye County and Lyon County, Nevada.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in

RONALD T. BANTA, CHARTERED

Attorney at Law

30 Broadway—P.O. Box 866
Yerington, Nevada 89447
Telephone (702) 463-3371

RELEASE PROVISION:

If the herein described real property is sold prior to the maturity date of the note secured hereby and so long as the trustor is not in default under the terms of this Deed of Trust and/or the terms of either of the two additional Deeds of Trust mentioned herein and/or the Note secured hereby, the beneficiary agrees to execute a request for partial reconveyance releasing the property described herein upon receipt of 60% of the sales price received for the subject property less any commissions or, at the option of the trustor, and upon receipt of 60% of then appraised value of the subject property, Beneficiary agrees to execute a request for partial reconveyance releasing the property described herein. Said release payment shall be applied upon the unpaid principal balance of the Note secured hereby. Beneficiary's acceptance of the release payment shall not affect THE LIABILITY of the Trustor for the indebtedness remaining after such release until said principal sum is fully paid.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$600,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

| COUNTY | DOC. NO. | BOOK | PAGE | COUNTY | DOC. NO. | BOOK | PAGE |
|------------|----------|---------|---------|-----------|----------|----------|---------|
| Clark | 413987 | 514 | | Churchill | 104132 | 34 mtgs | 591 |
| Washoe | 407205 | 734 | 221 | Douglas | 24495 | 22 | 415 |
| Lyon | | 88486 | 31 mtgs | 449 | Elko | 14831 | 43 |
| Mineral | 76648 | 16 mtgs | 534-537 | Esmeralda | 26291 | 3H Deeds | 138-141 |
| Nye | 47157 | 67 | 163 | Eureka | 39602 | 3 | 283 |
| Ormsby | 72637 | 19 | 102 | Humboldt | 116986 | 3 | 83 |
| Pershing | 57488 | 28 | 58 | Lander | 41172 | 3 | 758 |
| Storey | 28573 | R mtgs | 112 | Lincoln | 41292 | 0 mtgs | 467 |
| White Pine | 128126 | 261 | 341-344 | | | | |

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

D & D TIRE, INC.

Paul A. DiMartini
Paul A. DiMartini, President

ORDER NO. TSF-7454 JC

Britt Johnson
Britt Johnson, Vice President

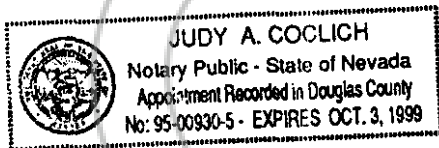
STATE OF NEVADA)

SS.

COUNTY OF LYON)

On October 29, 1998 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), PAUL A. DiMARTINI and BRITT JOHNSON who acknowledged to me that he executed the within instrument.

Judy A. Cocligh
Notary Public



RONALD T. BANTA, CHARTERED

Attorney at Law

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RECORDERS USE