

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 7th day of MAY A.D., 1985, by and between William A. J. Bennis Smith 90 Main St Caliente Nev 89008
As Trustor, and Dean Crites, Attorney at Law
As Trustee, and Water World Systems, Inc.
a corporation duly organized and existing under and by virtue of the laws of the State of Nevada

as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.)
WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the Township of Caliente County of Lincoln State of Nevada, to-wit:

Lot 7 in Block 5 of Lincoln County Maps

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.
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 Home Improvement Retail Installment Sale Agreement of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 2475.00 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.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ 38,000.00 amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend the Home Improvement Retail Installment Sale Agreement secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said Home Improvement Retail Installment Sale Agreement by the Beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: If all or any part of the property or an interest in the property is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary at Beneficiary's option, may require immediate payment in full of the entire amount due under the Deed of Trust and Home Improvement Retail Installment Sale Agreement. Beneficiary, at Beneficiary's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Trustor is transferring or selling the interest in the property. If Beneficiary does allow Trustor's successor in interest to assume the obligation, Trustor will be released from further obligation under this Deed of Trust and the Home Improvement Retail Installment Sale Agreement. The following types of transfers will not give Beneficiary the right to require immediate payment in full:
(a) the creation of liens or other claims against the property which are inferior to this Deed of Trust;
(b) a transfer of rights in household appliances to a person who provides the Trustor with the money to buy these appliances in order to protect that person against possible losses;
(c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;

Lincoln County

- (d) leasing the property for three years or less, so long as the lease does not include an option to buy;
- (e) a transfer to Trustor's relative resulting from death of the Trustor;
- (f) a transfer where Trustor's spouse or children become owners of the property;
- (g) a transfer to Trustor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Trustor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

NINTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to the Trustor(s) addressed to 90 Main st., Caliente, NV, 89008 and such notice shall be binding upon the Trustor(s), assignee(s), or grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

William A. Smith
 William A. Smith
Bonnie J. Smith
 Bonnie J. Smith

State of Nevada

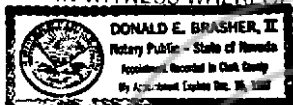
County of Clark } ss.

On this 7th day of May, 19 85
 before me, Donald E. Brasher II a Notary Public in and for said

Clark County of Nevada personally appeared William A. Smith and Bonnie J. Smith

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal.



Donald E. Brasher II
 Notary Public in and for the County of Clark State of Nevada.
 My Commission Expires Dec. 15 19 87

Deed of Trust and Assignment of Rent	Trustor	Trustee	Beneficiary	A.D. 19	Filed for record at the request of	FINANCEAMERICA CORPORATION	NEVADA	OFFICE	at	Min. past	o'clock	Page	and following, Records of	County, Nevada.	County Recorder.	Deputy Recorder.
	TO	FOR														

WHEN RECORDED MAIL TO:	No. <u>82872</u>
	FILED AND RECORDED AT REQUEST OF <u>Finance America</u> <u>July 8, 1985</u> AT <u>1</u> MINUTES PAST <u>1</u> O'CLOCK <u>PM</u> IN BOOK <u>66</u> OF OFFICIAL RECORDS, PAGE <u>71</u> LINCOLN COUNTY, NEVADA. <u>YURIKO SETZER</u> COUNTY RECORDER By <i>[Signature]</i> Deputy