

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20th day of June, 1989, between STEVEN BOURQUE and JACKIE LOU BOURQUE, husband and wife

whose mailing address is 719 Griffith Avenue, Las Vegas, Nevada 89104

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota Corporation, herein called TRUSTEE, and GREAT FALLS FOREST PRODUCTS, INC., a Montana corporation

WITNESSETH THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Clark County, Nevada, described as:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

Should the Trustors sell, transfer, assign, convey or otherwise dispose of the herein described property, or any interest therein, without first obtaining the written consent of the Beneficiary, the Beneficiary may, at its option, declare all sums secured hereby immediately due and payable.

Note secured by this Deed of Trust payable at Las Vegas, Nevada, or as directed; TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, 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.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

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 (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 566593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS 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 provisions; 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 parties agree that with respect to provision 17, the amount of fire insurance required by covenant 2 shall be \$ and with respect to attorney's fees provided for by covenant 7 the percentage shall be reasonable.

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.

Signature of Trustor: Steven Bourque and Jackie Lou Bourque

If executed by a Corporation the Corporation Form of Acknowledgement must be used. TICM 11-71024 When Recorded mail to: GREAT FALLS FOREST PRODUCTS, INC. Loan No. SPACE BELOW THIS LINE FOR RECORDER'S USE

STATE OF NEVADA, COUNTY OF CLARK ss. On before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN BOURQUE and JACKIE LOU BOURQUE known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. WITNESS my hand and official seal. (Seal) Signature

NOTARY PUBLIC JAMES R. ZELLERS My Appointment Expires Aug. 23, 1991

Lincoln County

EXHIBIT "A"

Situate in the County of Lincoln, State of Nevada,

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 7 South, Range 67 East, M.D.B.&M.

EXCEPTING THEREFROM a tract of land owned by the Railroad Company, and being approximately ten (10) acres, as conveyed to RACHAEL SCHLARMAN, described as follows:

COMMENCING at the quarter corner common to Sections 21 and 20, and running thence due South 1,320 feet, less railroad right of way, to the Southwest corner, thence due East 900 feet, less railroad right of way, to the Meadow Valley Wash Channel, then North 35° West 1,600 feet to the POINT OF BEGINNING. This is in the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21, Township 7 North, Range 67 East, M.D.B.&M.

TOGETHER WITH the following water rights which are appurtenant to RAINBOW CANYON RANCH: Permit No. 21586, Certificate 6988, and Permit No. 11040, Certificate 3020.

ALSO TOGETHER WITH the following grazing rights which are appurtenant to RAINBOW CANYON RANCH: Rainbow Allotment, Pennsylvania Allotment and Ash Flat Allotment.

91723

FILED AND RECORDED AT THE OFFICE OF
Minnesota Title
3 July 1989
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P 86
RECORDED 26 LINCOLN
COUNTY NEVADA

FRANK C. HULSE

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