

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this November 1, 1995, between Hans U. Klein and Charlotte R. Klein, herein called TRUSTOR, whose address is P.O. Box 483, Alamo, NV 89001 and Forward Financial Company, herein called BENEFICIARY, whose address is 360 Church Street, Northboro, MA 01532 and UNITED TITLE OF NEVADA, A NEVADA CORPORATION herein called TRUSTEE,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in LINCOLN, Nevada described as: MORE PARTICULARLY DESCRIBED AS EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. In the event the Trustor shall sell, transfer, convey or otherwise become divested of his right, title or interest in and to the subject property or any portion thereof, without the prior, written consent of the beneficiary hereunder, the entire unpaid principal balance of the note secured hereby, together with any interest accrued thereon shall, at the option of the holder thereof, and without demand or notice, become immediately due and payable in full. "THIS IS A PURCHASE MONEY DEED OF TRUST BEING CREATED TO SECURE A PORTION OF THE SALES PRICE."

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

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 \$27,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by one promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the 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	COUNTY	DOC No	BOOK	PAGE
Clark	413987	514		Humboldt	119969	3	53	Wye	47157	87	183
Churchill	104132	34 migs	591	Lander	41172	3	758	Ormsby	72037	19	152
Douglas	24496	22	416	Lincoln	41292	6 migs	487	Perkins	67488	28	88
Eko	14831	43	343	Washoe	407203	734	221	Storey	28573	R migs	112
Esmeralda	20291	341 60000s	138-141	Lyon	65468	31 migs	448	White Pine	128124	201	341-344
Carson	38602	3	293	Mineral	78448	10 migs	534-537				

(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 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 undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

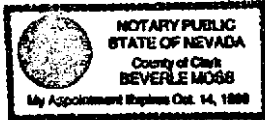
STATE OF Nevada )  
 )  
 COUNTY OF Clark )  
 on November 1, 1995 ) personally

appeared before me, a Notary Public,  
 \*\*HANS U. KLEIN AND CHARLOTTE R. KLEIN\*\*  
 who proved to me on the basis of  
 satisfactory evidence to be the persons  
 whose names are subscribed to in the  
 above instrument and

Hans U. Klein  
 Hans U. Klein  
Charlotte R. Klein  
 Charlotte R. Klein

who acknowledged that he/she executed the above instrument.

Signature Beverle Moss  
 (Notary Public) - Beverle Moss



WHEN RECORDED MAIL TO:  
 Peoples Heritage Savings Bank  
 P.O. Box 1377  
 Lewiston, Maine 04240

Title Order No. \_\_\_\_\_  
 Escrow or Loan No. 95190304

DO NOT RECORD

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereon; not to commit muffle or permit any act to be done in or upon said property in violation of law; to deliver, irrigate, fertlize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonable necessary, the specific enumerations herein not including the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited; first, to accrued interest; next to expenditures hereunder, and any remainder upon the principal and interest shall thereupon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all cost and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use or injury to any 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 herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without allocating the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection therewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid an upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto" and Trustee is authorized to retain this Deed of Trust and note.
  - (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, the Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.
  - (b) After three months shall have elapsed following recording of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
    - (a) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.
    - (b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
    - (c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not the unpaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assignee may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustees, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
13. This Deed of Trust applies to, cures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
15. 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, and the term Beneficiary shall include any future holder, including pledgee, of the note secured hereby.
16. When not inconsistent with the above the following covenants, No. 1:2 (\$ 3;3:4 (10%) 5;6:7 ( % of NRS 107,030 are hereby adopted and made a part of this Deed of Trust.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To UNITED TITLE OF NEVADA, A NEVADA CORPORATION, TRUSTEE; Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums 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 all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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.

EXHIBIT "A"

The land referred to in this and is described as follows:

A parcel of land situate within the SW1/4 of Section 5, Township 7 South, Range 61 East, M.D.B.&M., more particularly described as follows:

Commencing at the southwest corner of the NE1/4 of the SW1/4 of Section 5, Township 7 South, Range 61 East, M.D.B.&M., thence running due east along the south line of said NE1/4 of SW1/4 a distance of 910 feet, more or less to the west line of Main Street at the northeast corner of Lot 1, Block 46, Alamo Townsite on file in the office of the County Recorder of Lincoln County; running thence North 1'23' West along the west side of said Main Street and the projection thereof a distance of 540 feet to the true point of beginning; thence continuing North 1'23' West along the west side of said Main Street and the projection thereof a distance of 100 feet; thence South 88°37' West a distance of 125 feet; thence South 1'23' East a distance of 100 feet; thence North 88°37' East a distance of 125 feet to the true point of beginning.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996:04-041-11

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104214

FILED AND RECORDED AT REQUEST OF  
LINCOLN COUNTY TITLE  
NOVEMBER 7, 1995

AT 40 MINUTES PAST 2 O'CLOCK  
P.M. IN BOOK 115 OFFICIAL  
RECORDS, PAGE 663 LINCOLN  
COUNTY, NEVADA.

YURIKO SETZER  
BY *[Signature]* COUNTY RECORDER DEPUTY