





apply any such sum to any indebtedness or obligation secured hereby and in such order as Beneficiary may at its sole option, determine. Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided hereunder. However, Beneficiary may, at the absolute discretion of Beneficiary and regardless of any impairment of security or lack of impairment of security, release to Trustor all or any part of the entire amount so collected upon any conditions Beneficiary chooses. Application of all or any portion of said funds, or the release thereof, shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

**7. Maintenance and Preservation of the Subject Property.** Trustor covenants: (i) to keep the Subject Property in good condition and repair; (ii) not to remove or demolish the Subject Property or any part thereof; (iii) to complete or restore promptly and in good and workmanlike manner the Subject Property or any part thereof which may be damaged or destroyed; (iv) to comply with and not suffer violations of (a) all laws, ordinances, regulations, standards, and (b) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character and (c) all requirements of insurance companies and any bureau or agency which establishes standards of insurability, which laws, covenants or requirements affect the Subject Property and pertain to acts committed or conditions existing thereon, including (but without limitation) such work or alteration, improvement or demolition as such laws, covenants or requirements mandate; (v) not to commit or permit waste thereof; (vi) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain, preserve and enhance its value; (vii) to perform all obligations required to be performed in leases or conditional sales or like agreements affecting the Subject Property or the operation, occupation or use thereof (and in the event of default all right, title and interest of Trustor under any such leases, conditional sales or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); (viii) not to create any deed of trust or encumbrance upon the Subject Property subsequent hereto, without specifically providing therein that the same is subject to this deed of trust for the full amount secured hereby, including (but without limitation) extensions, renewals and future advances, together with interest thereon, and subject to all of the terms and provisions hereof; (ix) not to create any deed of trust or encumbrance upon the Subject Property in connection with a transaction which impairs or adversely affects the security hereof by impairing or adversely affecting Trustor's readiness, willingness or ability to perform the covenants hereof or the obligations hereby secured; (x) to make no further assignment of rents of the Subject Property, except specifically subject to the assignment of rents hereunder and the provisions hereof; (xi) to execute and, where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee deems necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein, including, but without limitation, assignments of Trustor's interest in leases of the Subject Property.

**8. Defense and Notice of Actions.** Trustor shall, without liability, cost or expense to Beneficiary or Trustee, protect, preserve and defend title to the Subject Property, the security hereof or the rights or powers of Beneficiary or Trustee hereunder. Said protection, preservation and defense shall include protection, preservation and defense against all adverse claimants to title or any possessory or non-possessory interest therein, whether or not such claimants or encumbrances assert title paramount to that of Trustor or claim their interest on the basis of events or conditions arising subsequent to the date hereof. Trustor shall give Beneficiary and Trustee prompt notice in writing of the filing of any such action or proceeding.

**9. Collection of Rents, Issues and Profits.** Beneficiary confers upon Trustor the authority to collect and retain the rents, issues and profits of the Subject Property as they become due and payable, subject, however, to the right of Beneficiary to revoke said authority at any time in its sole discretion and without notice to Trustor. Beneficiary may revoke said authority and collect and retain the rents, issues and profits of the Subject Property assigned herein to Beneficiary whether or not Trustor is in default hereunder or under any of the obligations secured hereby, and without taking possession of all or any part of the Subject Property. The right to collect rents and profits as herein provided shall not grant to Beneficiary or Trustee the right to possession, except as expressly herein provided; nor shall said right impose upon Beneficiary or Trustee the duty to produce rents or profits or maintain the Subject Property in whole or in part.

Beneficiary may apply, in its sole discretion, any rents, issues and profits collected against any indebtedness secured hereby or any obligations of Trustor arising hereunder or any other obligation of Trustor to Beneficiary, whether existing on the date hereof or hereafter arising. Collection of any rents, issues and profits by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

**10. Right of Inspection.** Beneficiary, its agents or employees, may enter the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Trustor's compliance with the terms hereof.

**11. Acceptance of Trust, Notice of Indemnification.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes 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 Trustor, Beneficiary or Trustee shall be a party unless Trustee brings such action. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

**12. Powers of Trustee.** From time to time upon written request of Beneficiary and presentation of this deed of trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of the obligation secured hereby, Trustee may, without liability therefor and without notice: reconvey all or any part of the Subject Property; consent to the making of any map or plat thereof; join in granting any easement thereon; join in any declaration of covenants and restrictions; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this deed of trust. Trustor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees. Trustor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer, or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

**13. Substitution of Trustees.** From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall refer to this deed of trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new trustee.

**14. Acceleration Upon Sale or Encumbrance.** Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary may, by written notice to Trustor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Beneficiary is prohibited by law. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Trustor shall notify Beneficiary promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. In addition to other damages and costs resulting from Trustor's breach of Trustor's obligations under this paragraph, Trustor acknowledges that failure to give such notice may damage Beneficiary in an amount equal to not less than the difference between the interest payable on the obligations hereby secured and the interest which Beneficiary could obtain on said sum on the date when the event of acceleration occurred. Trustor shall pay to Beneficiary all damages Beneficiary sustains by reason of the breach of the covenant of notice set forth herein.

**15. Reconveyance.** Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this deed of trust and any note, instrument, or instruments, setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto". Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

## B. DEFAULT PROVISIONS.

**1. Rights and Remedies.** At any time after default in the payment or performance of any obligation secured or imposed hereby, Beneficiary and Trustee shall have the following rights and remedies:

(a) With or without notice, to declare all obligations secured hereby immediately due and payable;

(b) With or without notice, and without releasing Trustor from any obligation hereunder, to cure any default of Trustor and, in connection therewith, to enter upon the Subject Property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including, but without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute or limitations;

(d) To enter upon, possess, manage and operate the Subject Property or any part thereof; to make, terminate, enforce or modify leases of the Subject Property upon such terms and conditions as Beneficiary deems proper; to make repairs, alterations and improvements to the Subject Property necessary, in Trustee's or Beneficiary's judgment, to protect or enhance the security hereof.

All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorney's fees, and less such sum as Beneficiary deems appropriate as a reserve to meet future expenses under the subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Beneficiary or Trustee, or any employee or agent of Beneficiary or Trustee, or a receiver appointed by a court, may take any action or proceeding and without regard to (i) the adequacy of the security for the indebtedness secured hereunder, (ii) the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or (iii) the filing of a notice of default;

(e) To execute a written notice of such default and of its election to cause the Subject Property to be sold to satisfy the obligations secured hereby. Trustee shall give and record such notice as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as otherwise required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such



order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale). Trustor shall have no right to direct the order in which the Subject Property is sold. Trustee may postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof 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 Trustee, Trustor or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, and of this trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums so expended under the terms hereof not then repaid, with accrued interest at the rate of ten percent (10%) per annum; the payment of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto; and

(f) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine; resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

2. **Payment of Costs, Expenses and Attorneys' Fees.** All costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (f) inclusive of paragraph 1 (including but without limitation, court costs and attorneys' fees, whether incurred in litigation or not) shall bear interest at the lesser of ten percent (10%) per annum or the maximum lawful rate from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Subject Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

3. **Remedies Cumulative.** All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

4. **Releases, Extensions, Modifications and Additional Security.** Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this deed of trust upon the Subject Property, Beneficiary may, from time to time, with or without notice, do one or more of the following: release any person's liability for the payment of an indebtedness secured hereby, make any agreement or take any action extending the maturity or otherwise altering the terms or increasing the amount of any indebtedness secured hereby, and accept additional security or release all or a portion of the Subject Property and/or other security held to secure the indebtedness secured hereby.

**C. MISCELLANEOUS PROVISIONS.**

1. **Non-Waiver.** By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder or on any obligation hereby secured, either to require prompt payment when due of all other sums so secured or to declare default for failure to make such prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. **Execution of Documents.** Trustor agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions hereof.

3. **Statements of Condition.** From time to time as required by law, Beneficiary shall furnish to Trustor such statements as may be required concerning the condition of the obligations secured hereby. Upon demand by Beneficiary, Trustor covenants and agrees to pay the maximum amount allowed by law for such statements.

4. **Obligations of Trustor, Joint and Several.** If more than one person has executed this deed of trust as "Trustor", the obligations of all such persons hereunder shall be joint and several.

PLEASE INITIAL

~~5. **Recourse to Separate Property.** Any married person who executed this deed of trust as a Trustor and who also executes a note or other evidence of indebtedness reciting that its payment is secured by this deed of trust agrees that Beneficiary or Trustee may have recourse hereunder against said person's separate property and any community property of which said person is manager, whether or not such property is part of the Subject Property, and with respect to any indebtedness so secured, recourse by Beneficiary or Trustee to such separate or community property shall be subject only to restrictions imposed by law on collection of secured obligations.~~

6. **Beneficiary Defined.** The word "Beneficiary" hereunder means the beneficiary named herein or any future owner or holder, including pledgee, of any note, notes or instrument secured hereby.

7. **Rules of Construction.** When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts Trustor must do and acts Trustor must not do shall not exclude or limit the general. The headings of each paragraph are for information and convenience and do not limit or construe the contents of any provision hereof.

8. **Severability.** If any term of this deed of trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this deed of trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this deed of trust shall be valid and enforceable to the fullest extent permitted by law.

9. **Successors in Interest.** The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Trustor has executed this deed of trust on the day and year set forth above. (Any Trustor whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to him at that address. Failure to insert an address shall constitute a waiver of the right to receive a copy of a notice of default.)

**TRUSTOR PLEASE NOTE:** IN THE EVENT OF YOUR DEFAULT, CALIFORNIA PROCEDURE PERMITS THE TRUSTEE TO SELL THE SUBJECT PROPERTY AT A SALE HELD WITHOUT SUPERVISION BY ANY COURT AFTER EXPIRATION OF A PERIOD PRESCRIBED BY LAW. SEE PROVISION B.1.(e) ABOVE FOR A DESCRIPTION OF THIS PROCEDURE. UNLESS YOU PROVIDE AN ADDRESS FOR THE GIVING OF NOTICE, YOU MAY NOT BE ENTITLED TO OTHER NOTICE OF THE COMMENCEMENT OF SALE PROCEEDINGS. BY EXECUTION OF THIS DEED OF TRUST, YOU CONSENT TO SUCH PROCEDURE. IF YOU HAVE ANY QUESTIONS CONCERNING IT, YOU SHOULD CONSULT YOUR LEGAL ADVISOR. BENEFICIARY URGES YOU TO GIVE IT PROMPT NOTICE OF ANY CHANGE IN YOUR ADDRESS SO THAT YOU MAY RECEIVE PROMPTLY ANY NOTICE GIVEN PURSUANT TO THIS DEED OF TRUST.

SEAL

Trustor(s) GLENBROOK PROPERTIES, a Nevada corporation Addresses 210 South Sierra Street  
BY: [Signature] Reno, Nevada 89501  
Its: v. Vice President

(SEAL)

STATE OF CALIFORNIA }  
County of Alameda } ss.  
On this 4th day of November, 19 77 before me Barbara J. Goveia  
a Notary Public in and for the State of California  
residing therein, duly commissioned and sworn, personally appeared Ronald C. Nakas

known to me to be the person whose name(s) is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

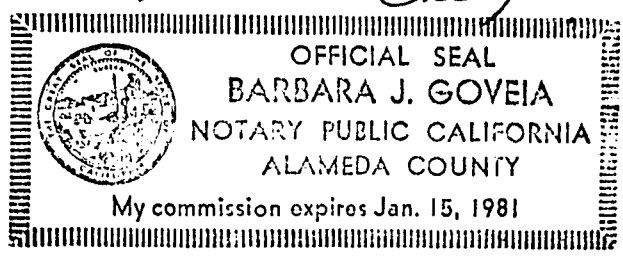
STATE OF CALIFORNIA }  
County of \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
before me, \_\_\_\_\_ a Notary Public in and  
for said State of \_\_\_\_\_ residing therein, duly  
commissioned and sworn, personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
personally known to me to be the \_\_\_\_\_ President and  
Secretary, respectively of \_\_\_\_\_

the Corporation described in and that executed the within and foregoing instrument, and also known to me to be the persons who executed said instrument on behalf of said Corporation, and they acknowledged to me that such Corporation executed the foregoing instrument pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara J. Goveia  
Notary Public in and for said State of California

Notary Public in and for said State of \_\_\_\_\_



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RIDER

Rider attached to and incorporated into that certain Construction Deed of Trust With Assignment of Rents dated November 4, 1977 executed by GLENBROOK PROPERTIES, a Nevada corporation, as Trustor, in favor of SIERRA LAND TITLE CORPORATION, as Trustee, for the benefit and security of WELLS FARGO BANK, N.A., as Beneficiary.

Trustor makes the foregoing grant and assignment for the purpose of securing the performance by Trustor of each covenant and obligation of Trustor to be performed pursuant to the terms of that certain Building Loan Agreement and Assignment of Account (the "Building Loan Agreement") executed of even date herewith by Trustor, as Borrower, and Beneficiary, as Lender, which Building Loan Agreement is incorporated herein by this reference. The occurrence of a breach or default by Trustor under the Building Loan Agreement shall also be deemed a default under this Deed of Trust and shall entitle Beneficiary, in addition to any and all rights and remedies to which Beneficiary may be otherwise entitled by law or pursuant to the Building Loan Agreement, to all rights and remedies set forth in this Deed of Trust.

Trustor hereby transfers and assigns to Beneficiary, as additional security, all Trustor's right, title and interest in and to any and all monies deposited by Trustor or deposited on behalf of Trustor with any city, county, agency, district or public body, company, corporation or entity for the installation, or to secure the installation, of any utility pertaining to the Subject Property.

C. 10 Trustor shall deliver to Beneficiary within ninety (90) days of the end of each fiscal year an income statement, a balance sheet along with a financial statement showing all changes in the financial condition of Trustor and any other financial information reasonably requested by Beneficiary. In the event Trustor obtains audited financial information, Trustor shall submit copies thereof to Beneficiary.

Covenants numbers 4, 6, 7 and 8 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust, and the provisions of said Covenants shall prevail over any provision(s) of this Deed of Trust which are inconsistent therewith.

REQUESTED BY  
SIERRA LAND TITLE CORP.

OFFICIAL RECORDS OF  
CLAYTON COUNTY, NEVADA

#6.00 pd

1977 NOV 14 AM 10:00

PATRICIA J. WILLIAMS  
RECORDER

Donna Juckter 14999  
(1 Dep) BOOK 1177 PAGE 875

