

RECORDING REQUESTED BY

2

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME [SILVER STATE TITLE COMPANY]
ADDRESS [P. O. Box 3745]
CITY & STATE [Stateline, Nevada 89449]
ZIP []

Title Order No. Escrow No. 16347-L

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ALL INCLUSIVE DEED OF TRUST; ASSIGNMENT OF RENTS;
AND REQUEST FOR NOTICE

This Deed of Trust, made this 10th day of October, between
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

whose address is 2637 Creston Drive, Holloywood, Calif. 90068
(number and street) (city) (zone) (state), herein called TRUSTOR,

SILVER STATE TITLE COMPANY, herein called TRUSTEE, and

STUART G. SALL and JANICE M. SALL, his wife, as Joint Tenants, herein called BENEFICIARY,

whose address is 240 Montgomery, San Francisco, Calif. 94104
(number and street) (city) (zone) (state)

Trustor grants, transfers, and assigns to Trustee, in trust, with power of sale, that property in Douglas County, Nevada described as: Lots 401A and 401B, as shown on the Second Amended Subdivision Map of Summit Village, recorded in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419 and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, Stat of Nevada. Assessor's Parcel No. 11-240-25, 401A, and 11-240-26, 401B.

Trustor also assigns to Beneficiary all rents, issues and profits of said property reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in person, or by receiver to be appointed by a court.

This is an all-inclusive deed of trust subject and subordinate to deed(s) of trust encumbering said land hereinafter referred to as "included deeds of trust," securing notes hereinafter referred to as "included notes."

The included deeds of trust are more particularly identified as follows:

Deed of Trust recorded in the Office of the Recorder of Douglas County, Nevada on June 7, 1973, at Book 673, Page 315, Document No. 6674,

executed by STUART G. SALL and JANICE M. SALL, his wife as Joint Tenants (Book and Page or Serial Number)
as Trustor in which CENTRAL BANK, NATIONAL ASSOCIATION, a national banking association
is named as Beneficiary and UNITED COMMUNITIES CORPORATION
as Trustee; and

Deed of Trust recorded in the Office of the Recorder of County, Nevada on _____, at _____

(Book and Page or Serial Number)
executed by _____
as Trustor in which _____
is named as Beneficiary and _____
as Trustee.

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 any extensions or renewals thereof in the principal sum of \$ 67,500.00 payable to Beneficiary; (3) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the original note, executed by Trustor or his successor.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

(1) To perform the obligations secured by such included deeds of trust other than the payments to be made by Beneficiary as set forth in the note secured by this deed of trust. As between the parties hereto and their successors and assigns, no assumption or guarantee agreement executed by Trustors for the benefit of the holders of the included notes shall be deemed to affect this obligation of Beneficiary.

(2) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of law or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this deed of trust may require to preserve this security.

(3) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in a reasonable sum, in any such action or proceedings in which Beneficiary or Trustee may appear.

38003

(5) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, except those payments to be made by Beneficiary as provided in the note secured hereby, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven percent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

B. IT IS MUTUALLY AGREED THAT:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this deed and such note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said 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 the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale. The bid by the holder of this note upon the credit of the money obligations secured hereby shall be reduced in an amount equivalent to the then unpaid principal balance of the included notes.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applied to, insures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made 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 brought by Trustee.

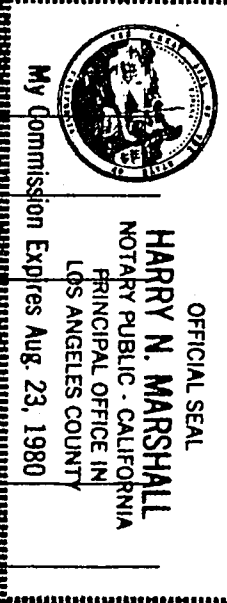
(8) The Trusts created hereby are irrevocable by Trustor.

(9) Beneficiary may substitute a successor Trustee from time to time by recording in the office of the Recorder or Recorders of the county where the property is located an instrument stating the election by the Beneficiary to make such a substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

(10) Trustor requests that any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinabove set forth

STATE OF ~~NEVADA~~ **California**
COUNTY OF **Los Angeles** SS.
On **Oct. 17, 1979**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Gerald F. Loeb**, **Anthony M. Centek**, **Michael Hawkins**, **John Alexander**, **Steven J. Bolan**, known to me to be the person **s** whose name **s** subscribed to the within instrument and acknowledged that **they** executed the same.

Gerald F. Loeb
GERALD F. LOEB
Anthony M. Centek
ANTHONY M. CENTEK
Michael Hawkins
MICHAEL HAWKINS
FOR NOTARY SEAL OR STAMP
John Alexander
JOHN ALEXANDER
Steven J. Bolan
STEPHEN J. BOLAN



DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: _____, 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:

38003
BOOK 1079 PAGE 1735

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.

Harry N. Marshall 10-17-79

EXHIBIT "A"

GERALD F. LOEB, a single man, ANTHONY M. CENTEK, a single man, JOHN ALEXANDER a single man, MICHEAL HAWKINS, a single man, and STEPHEN J. BOLAN, a single man, each to an undivided 1/5 interest ALL AS TENANTS IN COMMON.

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

7.0000
1979 OCT 22 AM 11:12

MARIE A. RABEL
RECORDER

Donna Juchter 38003
(Dep)

BOOK 1079 PAGE 1736