

ALL-INCLUSIVE DEED OF TRUST

THIS ALL-INCLUSIVE DEED OF TRUST, made and entered into this 5th day of November, 1980, by and between PAUL WONG and PENNY L. WONG, husband and wife, as Trustor, and DOUGLAS COUNTY TITLE CO., INC., as Trustee, and WALTER J. SCHULZ and MARY JANET SCHULZ, husband and wife, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the "Trustor" or "Beneficiary", 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 context.)

W I T N E S S E T H:

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 County of Douglas, State of Nevada, to wit:

Lot 1, in Block B, as shown on the map of ROUND HILL VILLAGE UNIT NO. 4, filed in the office of the County Recorder of Douglas County, Nevada, on April 25, 1966, as Document No. 31837.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as

they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, or in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trust hereinafter expressed:

As security for the payment of (a) ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00), in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said

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note or notes contained.

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.

This is an all-inclusive deed of trust and is subject and subordinate to a deed of trust for the benefit of El Dorado Savings & Loan Association, recorded 9/8/80, in Book 980, Page 561, as Document No. 48287, of the Official Records of Douglas County, State of Nevada, with an unpaid balance on September 30, of \$ 115,500.00, which the Beneficiary, herein, has agreed to pay in installments of principal and interest of not less than \$ 1,256.00, per month. The Beneficiary herein has agreed to cause said deed of trust to be discharged or released when the sums due and owing to the Beneficiary in the promissory note, which this deed of trust secures, have been paid in full. Should the within Beneficiary default in any of the installments as to the payment of the first trust deed to which this is subject and subordinate, the Trustor herein may make such payments direct to the Beneficiary thereof, and any and all payments so made shall be credited to the note which is secured by this deed of trust.

Trustor shall pay to Beneficiary, on the date monthly installments of principal and interest are payable under the note hereby secured until the note is paid in full, such amount as El Dorado Savings & Loan Association of Nevada shall, from time to time, estimate to be necessary to maintain a trust fund, if there is one, from which to pay taxes, assessments, and insurance premiums before the same shall become delinquent. Such payments are presently in the amount of \$ 31.00, per month, but are subject to fluctuation.

Beneficiary agrees that in the event of foreclosure of

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this all-inclusive deed of trust, he will, at the Trustee's sale, bid an amount representing the amount then due on the obligation or obligations secured hereby, less the then actual total balance due upon any obligation secured by any and all deeds of trust having priority over this all-inclusive deed of trust and covering any advances or other disbursements, which the Beneficiary, his successors, or assigns, may, by law, be permitted to include in his bid.

If the Trustor shall sell, convey, or alienate said property, or any part thereof, or any interest therein, or shall be divested of their title, in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: 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; 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. If the above described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

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THIRD: The following covenants, Nos. 1, 2 (\$180,000.00 of insurance), 3, 4 (interest 1-1/2% per month), 5, 6, 7 (counsel fees 10%) and 8 of NRS 107.030, are hereby adopted and made a part of this deed of trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: 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.

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

NINTH: In the event of a default in the performance or payment under this deed of trust or the security for which this

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deed of trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the Trustor addressed to: Box 1841, Zephyr Cove, Nevada 89448 and such notice shall be binding upon the Trustor, Assignee(s), or Grantee(s) from the Trustor.

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.

Paul Wong
PAUL WONG

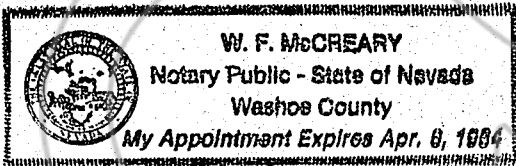
Penny L. Wong
PENNY L. WONG

ADDRESS OF TRUSTOR:

Box 1841
Zephyr Cove, Nev. 89448

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On this 5th day of November, 1980, before me, a Notary Public, appeared PAUL WONG and PENNY L. WONG, known to me to be the persons described in and who acknowledged that they executed the above instrument.



W. F. McCreary
NOTARY PUBLIC

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 8.00 pd
1980 NOV -7 PM 12:13

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MARIE A. BABEL
RECORDED
-6 *Linda Slater* 50423
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