

DEED OF TRUST

THIS DEED OF TRUST, made the 23 day of December, 1980, between EDITH M. LYONS, a widow; CHARLES B. LYONS, a married man; and HOMER BRYANT, a married man, hereinafter called Trustors, and WASHOE TITLE GUARANTY COMPANY, a Nevada corporation, hereinafter called Trustee, and JAMES H. KELLER, Trustee, hereinafter called Beneficiary.

W I T N E S S E T H :

That Trustors convey, transfer and assign to Trustee in Trust with power of sale the following described real property located in the County of Douglas, State of Nevada, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

Trustors irrevocably grant and convey to Trustee in Trust with power of sale, the above-described real property together with leases, rents, issues, profits or income thereof, all of which are herein called property income; subject, however, to the right, power and authority herein given to Beneficiary to collect and apply such property income; and subject to the existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

For the purpose of securing (a) performance of each agreement of Trustors herein contained; (b) payment of an indebtedness evidenced by a Promissory Note of even date herewith and any extension or renewal thereof, in the principal sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, executed by Trustors in favor of Beneficiary or order; and (c) payment of additional sums and interest thereon which may hereafter be loaned to Trustors, or their successors or assigns when approved in writing by the Beneficiary, and when evidenced by a Promissory Note reciting that it is secured by this Deed of Trust.

The following provisions of NRS 107.030 are adopted by reference as though more fully set out herein: Covenant 1, Covenant 2--(\$200,000.00), Covenant 3, Covenant 4--(18%, Covenant 5, Covenant 6, Covenant 7--(18%), Covenant 8 and Covenant 9.

The Trustors shall bear the cost of the recording of this document.

GREGORY D. CORN
CHARTERED
COUNSELOR AT LAW
888 WEST SECOND STREET
P. O. BOX 2886
RENO, NEVADA 89505
(702) 786-2900

51929
BOOK 1280 PAGE 1502

To protect the security of this Deed of Trust,
Trustor(s) agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnish therefor; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; not to commit, suffer, or permit any act upon the property in violation of law; and to do all other acts which from the care or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.
3. To pay before delinquent, all taxes and assessments affecting the property; when due, all encumbrances, charges, and liens, with interest, on the property or any part thereof, which appear to be prior or superior thereto; all costs, fees, and expenses of this Trust, including without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of partial release and partial reconveyance or Deed of Release and full reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligation secured hereby.

If Trustor(s) fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand on Trustor(s) and without releasing Trustor(s) from any obligations thereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security thereof, Beneficiary or Trustee being authorized to enter on the property for such purpose; appear in and defend any action or proceeding purporting to affect the security thereof or the rights or powers of 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 thereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable counsel fees.

4. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as provided for in the Note secured hereby or at the highest legal rate, whichever is greater. Any amount so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on the premises or immediately due and payable at option of Beneficiary or Trustee.

GREGORY D. CORN
CHARTERED
COUNSELOR AT LAW
888 WEST SECOND STREET
P. O. BOX 2886
RENO, NEVADA 89505
(702) 786-2900

51929

BOOK 1280 PAGE 1533

It is mutually agreed that:

5. The amount collected by Trustor(s) under any insurance policy may be applied by Beneficiary on any indebtedness secured hereby and in such order as Beneficiary may determine or at the option of the Beneficiary the entire amount so collected or any part thereof, may be released to Trustor(s). Such application for release shall not cure or waive any default or notice of Trustee sale hereunder or invalidate any act pursuant to such notice or any costs related to the commencement of the same. To the extent that there is a partial destruction of the premises or improvements on the real property for which this Deed of Trust acts as security, Beneficiary shall have the sole and exclusive election as to the manner in which the insurance proceeds paid to Trustor(s) shall be applied either to the reconstruction of the premises, or to the reduction or full payment of the unpaid principal obligation then due and owing to Beneficiary at the time of said insurance payment. Any partial or total destruction of the improvements situate on the real property for which this Deed of Trust acts as security, shall not operate to delay payments made thereon and required to be made as set out in the Promissory Note for which this Deed of Trust acts as security.

6. Any award of damages in connection with any condemnation or taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto Trustor(s), however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and on receipt of such moneys Beneficiary may hold them as such further security, or apply or release them in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

7. Time is of the essence of this Deed of Trust. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. At any time or from time to time, and without notice, on written request of Beneficiary and presentation of this Deed of Trust and Note for endorsement, without liability for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby and all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness, Trustee may (a) release and reconvey all or any part of the property; (b) consent to the making and/or recording of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; and (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. On written request of Beneficiary stating that all sums secured hereby have been paid, on surrender of this Deed of Trust and Note to Trustee for cancellation and retention, and on payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, 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."

10. As additional security, Trustor(s) hereby gives to and confers on Beneficiary the right, power, and authority, during the continuance of this Trust to collect the property income, reserving to Trustor(s) the right, prior to any default by Trustor(s) in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. On 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 on and take possession of the property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering on and taking possession of the property, the collection of such property income, and the application thereof shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. On default by Trustor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the property under this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

To the extent permitted by law, an action may be maintained by the Beneficiary to recover a deficiency judgment for any balance due hereunder.

12. Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor(s).

13. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

The term "Beneficiary" shall mean the owner and holder of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the plural.

14. Trustee accepts this Trust when this Deed of Trust, 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 Trustors, Beneficiary, or Trustee is a party unless brought by Trustee.

15. No prepayment penalty is made a part of the Promissory Note for which this Deed of Trust exists or made a part of this Deed of Trust, and Trustors are granted full prepayment rights without penalty.

16. Trustors agree that a sale, contract of sale, transfer, or assignment of that property which is herein pledged to act as security for payment of the Promissory Note hereinabove referenced will accelerate all sums due and then appearing due on said Promissory Note including all unpaid principal and accrued interest to the date of said sale. Trustors acknowledge and agree that this acceleration clause is a specific, contract security device of Beneficiary for which the sums advanced pursuant to the said Promissory Note would not have otherwise been advanced.

Edith M. Lyons
EDITH M. LYONS

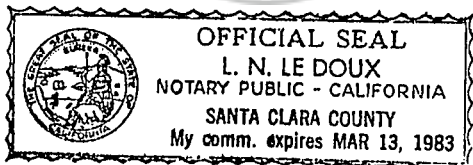
Charles B. Lyons
CHARLES B. LYONS

Homer Bryant
HOMER BRYANT

Calif. &
STATE OF NEVADA)
) SS
COUNTY OF WASHOE)
Santa Clara

On this 23 day of December, 1980, before me, a Notary Public, personally appeared EDITH M. LYONS, a widow; CHARLES B. LYONS, a married man; ~~and HOMER BRYANT, a married man,~~ who acknowledged to me that they executed the within instrument.

L. N. Le Doux
NOTARY PUBLIC



665 Loma Verde Ave., Palo Alto, Calif. 94306

GREGORY D. CORN
CHARTERED
COUNSELOR AT LAW
888 WEST SECOND STREET
P. O. BOX 2886
RENO, NEVADA 89505
(702) 786-2900

Y

R

O

STATE OF NEVADA,

County of Washoe

} ss.

On November 24, 1980

DATE personally appeared before me,

a Notary Public (or judge or other officer, as the case may be),

Homer Bryant

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe the day and year in this certificate first above written.

Charlotte A. Hansen
Signature of Notary

CHARLOTTE A. HANSEN
Notary Public - State of Nevada
Washoe County
My Appointment Expires Sept. 2, 1984

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

That portion of Section 27, Township 14 North, Range 18 East, M.D. B. & M, described as follows:

Beginning at the point of intersection of the southerly line of said Section 27, and the westerly line of the State Highway and running thence northerly along the westerly line of the State Highway 125.14 feet; thence North 76°08'30" west 57.16 feet, more or less, to the meander line of Lake Tahoe; thence southerly along said meander line 158.90 feet, more or less, to the southerly line of said Section 27; thence easterly along the southerly line of said Section 27, a distance of 104.53 feet, more or less, to the point of beginning.

Said parcel is also set forth as Tract A as set forth on Map of Tracts A,B,C & D, South of Cave Rock, in Lot 4 of Section 27, Township 14 North, Range 18 East, M.D. B. & M., for George L. Malley, recorded January 27, 1948 in Book 1 of Maps as Document No. 6300, Official Records of Douglas County, State of Nevada.

REQUESTED BY
SILVER STATE TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 9.00 fee.
1980 DEC 24 AM 10:27

MARIE A. RABEL
RECORDER

Carol Strait
Dep.

51929

BOOK 1280 PAGE 1538