

When recorded, mail to:

J. STEPHEN LEMONS & ASSOCIATES
P.O. Box 8004
Reno, Nevada 89507

DEED OF TRUST

THIS DEED OF TRUST, made this 14th day of JANUARY, 1981, by and between KINGSBURY PROPERTIES, INC., A NEVADA CORPORATION, as Trustor, and COMSTOCK TITLE COMPANY, as Trustee, and SEE ATTACHED EXHIBIT "A", 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.)

WITNESSETH: 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:

Lots 1 through 9 of Block "A" and Lots 10 through 21 of Block "B", as shown on that certain map of CHIMNEY ROCK ESTATES, filed December 6, 1979 in the office of the Douglas County Recorder, under File No. 39359, the same being Parcel "D", as shown on that Parcel Map of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B. &M. for Jack W. and Catherine A. Shelly, filed July 16, 1979 in the office of the Douglas County Recorder, under file No. 34525.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue 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 of, 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, 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 trusts hereinafter expressed:

AS security for the payment of (a) promissory note in the sum of \$250,000.00 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 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.

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 deterioration 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 husband-like manner.

THIRD: The following covenants, Nos. 1, 2 not less than \$ none (amount of insurance), 3, 4 (interest 1% per month), 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 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 and 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 representatives, successors and assigns of each party hereto respectively.

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NINTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) addressed to

P. O. BOX 37, ZEPHYR COVE, NEVADA 89448

and such notice shall be binding upon the Trustor(s), Assignee(s) or Grantee(s) from the Trustor(s).

TENTH: In the event the property described in this deed of trust given as security for the said promissory note, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the Trustor, or by operation of law or otherwise, all obligations secured by the deed of trust, irrespective of the maturity dates expressed herein, shall, at the option of the holder thereof and without demand or notice, immediately become due and payable.

ELEVENTH: 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.

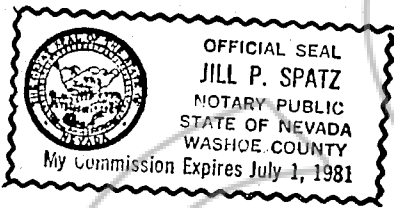
Jack W. Shelley
KINGSBURY PROPERTIES, INC. BY: JACK
W. SHELLEY, PRESIDENT
Duane D. Newton, U.P.
DUANE D. NEWTON

ADDRESS OF TRUSTOR: Kingsbury Properties Inc.
Kingsbury Properties Inc.
P. O. Box 37
Zephyr Cove, Nevada 89448

STATE OF Nevada)
COUNTY OF Washoe) SS

ON January 15, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack W. Shelley known to me to be the _____ President, and

Duane D. Newton known to me to be the U.P. of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



Notary's Signature Jill P. Spatz

Corporation Acknowledgment

EXHIBIT "A" TO CHIMNEY ROCK ESTATES

1. Paul E. Galey, and unmarried man in trust for Paulette E. Galey, Pamela A. Galey and Connie F. Johnston \$20,000.00
2. Etavie Reeves and Jasper DeWitt, as joint tenants \$11,000.00
3. Wilson H. and Marga R. Makabe, husband and wife as joint tenants \$5,000.00
4. Jerry E. Probst and Patricia J. Probst, husband and wife as joint tenants \$10,000.00
5. Rose Wilke, an unmarried woman, as her sole and separate property \$5,000.00
6. Francis B. and Georgia M. McCall, husband and wife as joint tenants \$11,300.00
7. Lawson Fullerton, an unmarried man \$45,000.00
8. Charles and Pearl Lott, husband and wife as joint tenants \$5,000.00
9. James C. Lillard, Family Trust \$35,000.00
10. George W Hussman and Mildred M. Hussman, husband and wife as joint tenants \$10,000.00
11. Gregory S. Latimer and Nancy C. Latimer, husband and wife as joint tenants \$7,000.00
12. Hocking, Gerald M., a single man \$25,000.00
13. Courtney, Albert J., an unmarried man \$7,000.00
14. Fogerty, Margaret E., an unmarried woman \$5,000.00
15. Anderson, Walter O. and Lucy M. , husband and wife as joint tenants \$5,000.00
16. Colgrave, Francis Russell, Sr., an unmarried man and Colgrave, Francis Russell, Jr., an unmarries man as joint tenants \$5,000.00
17. Brown & Co., \$25,000.00
18. Spatz, Jill P., an unmarried woman \$13,700.00

RELEASE CLAUSE

Provided Trustor is not in default with respect to the terms of this Deed of Trust or the Note secured hereby then Trustee shall release, without further authorization, from the lien of this Deed of Trust one lot as shown on the recorded final subdivision map of Chimney Rock Estates, for each principal payment of, \$15,000.00 on account of the Note secured hereby.

Jack W. Shelley

JACK W. SHELLEY

Duane D. Newton, V.P.

DUANE D. NEWTON

COPY

REQUESTED BY
Northern Nevada Title Company
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 6.00 fee
1981 JAN 19 PM 1:11

MARIE A. RABEL
RECORDER
Carroll Trust BOOK 181 PAGE 1035
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