

Telephone (702) 883-3200

Carson City, Nevada 89701

502 N. Division St.

Attorneys At Law

SMITH & GAMBLE, LTD.

DEED OF TRUST

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THIS DEED OF TRUST, made on this 18th day of December, 1980,
between WINDOWOODS, a Nevada General Partnership consisting of
MARK C. BARONE and NORMAN J. BARONE, of 355 Fairview Drive,
Carson City, Nevada 89701, herein called TRUSTOR, LAWYERS TITLE
INSURANCE CORPORATION, of 110 East Ann, Carson City, Nevada 89701,
herein called TRUSTEE, and CHARLES KINCAID, an unmarried man, with
an undivided 2/3 interest and SMITH & GAMBLE, LTD., a Nevada Pro-
fessional corporation, with an undivided 1/3 interest, of 502 North
Division Street, Carson City, Nevada 89701, herein called
BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with
power of sale, that property in the County of Douglas, State of
Nevada, described as follows:

A parcel of land, located in the E 1/2 of the NW 1/4 of
Section 11, T. 13N., R. 20 E., M.D.B. & M., Douglas County,
Nevada more particularly described as follows:

Commencing at the northwest corner of said Section 11, proceed
S89°59'11"E, 1,317.70 feet, to a point; thence S0°07'27"E,
2646.50 feet, to a point; thence S89°52'52"E, 434.25 feet,
to the southwest corner and TRUE POINT OF BEGINNING of this
parcel; thence N0°07'27"W, 578.30 feet, to the northwest
corner; thence S89°59'11"E, 384.25 feet, to the northeast
corner; thence S0°01'10"E, 579.00 feet, to the southwest
corner of the parcel; thence N89°52'52"W, 383.19 feet, to
the POINT OF BEGINNING.

Said parcel is also shown as Parcel No. 1E on that record of
survey for David G. Pumphrey recorded November 7, 1980, in
Book 1180 of Official Records at Page 342, Douglas County,
Nevada, as Document No. 50428, Being a Survey Map of portions
of Parcel No. 1 on that certain Parcel Map filed for record
on September 3, 1976, Official Records, of Douglas County,
State of Nevada, as Document No. 02981.
Portion of A.P. #23-100-08.

Reserving therefrom an easement for private drive over and
across the South 50 feet of said land.

TOGETHER WITH an easement for private drive for ingress and
egress across the Southerly 50 feet of Parcel No. 1D and
all those strips of land shown as roadways as set forth on the
filed record of survey referred to herein.

Together with the rents, issues and profits thereof, subject
however, to the right, power and authority hereinafter given to

1 and conferred upon Beneficiary to collect and apply such rents,
 2 issues and purpose of securing (1) payment of the sum of
 3 \$27,500.00, with interest thereon according to the terms of a
 4 promissory note of even date herewith made by Trustor, payable to
 5 order of Beneficiary, and all extensions or renewals thereof; and
 6 (2) the performance of each agreement of Trustor incorporated
 7 herein by reference or contained herein; (3) payment of additional
 8 sums and interest thereon which may hereafter be loaned to Trustor,
 9 or to their successors or assigns, when evidenced by a promissory
 10 note or notes reciting that they are secured by this Deed of
 11 Trust.

12 A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR
 13 AGREES:

14 (1) To keep said property in good condition and repair;
 15 not to remove or demolish any building thereon; to complete or
 16 restore promptly and in good and workmanlike manner any building
 17 which may be constructed, damaged or destroyed thereon and to pay
 18 when due all claims for labor performed and materials furnished
 19 thereof; to comply with all laws affecting said property or
 20 requiring any alterations or improvements to be made thereon; not
 21 to commit or permit waste thereof; not to commit, suffer or permit
 22 any act upon said property in violation of law; to cultivate,
 23 irrigate, fertilize, fumigate, prune and do all other acts which
 24 from the character or use of said property may be reasonably
 25 necessary, the specific enumerations herein not excluding the
 26 general.

27 (2) Trustor covenants to keep all buildings that may
 28 now or at any time be on said property during the continuance of
 29 this trust in good repair and insured against loss by fire, with
 30 extended coverage endorsement, in a company or companies authorized
 31 to issue such insurance in the State of Nevada, and as may be
 32 approved by Beneficiary, for such sum or sums as shall equal the

1 total indebtedness secured by this Deed of Trust and shall be
2 payable to Beneficiary to the amount of the unsatisfied obligation
3 to Beneficiary hereby secured, and to deliver the policy to
4 Beneficiary, or to collection agent of Beneficiary, and in default
5 thereof, Beneficiary may procure such insurance and/or make such
6 repairs, and expend for either of such purposes such sum or sums
7 as Beneficiary shall deem proper.

8 (3) To appear in and defend any action or proceeding
9 purporting to affect the security hereof or the rights or powers
10 of Beneficiary or Trustee; and to pay all costs and expenses, in-
11 cluding cost of evidence of title and attorney's fees in a reason-
12 able sum, in any such action or proceeding in which Beneficiary or
13 Trustee may appear, and in any suit brought by Beneficiary to
14 foreclose this Deed of Trust.

15 (4) To pay at least ten days before delinquency all
16 taxes and assessments affecting said property, including assess-
17 ments on appurtenant water stock, water rights and grazing privi-
18 leges; when due, all encumbrances, charges and liens, with interest,
19 on said property or any part thereof, which appear to be prior or
20 superior hereto, and all costs, fees and expenses of this trust.

21 Should Trustor fail to make any payment or do any act as
22 herein provided, then Beneficiary or Trustee, but without obligation
23 so to do and without notice to or demand upon Trustor, and without
24 releasing Trustor from any obligation hereof, may: make or do the
25 same in such manner and to such extent as either may deem neces-
26 sary to protect the security hereof; Beneficiary or Trustee being
27 authorized to enter upon said property for such purposes; appear
28 in and defend any action or proceeding purporting to affect the
29 security hereof or the rights or powers of Beneficiary or Trustee;
30 pay, purchase, contest or compromise any encumbrance, charge or
31 lien which in the judgment of either appears to be prior or
32 superior hereto; and, in exercising any such powers, pay necessary

1 expenses, employ counsel and pay his reasonable fees.

2 (5) To pay immediately and without demand all sums so
3 expended by Beneficiary or Trustee, with interest from date of
4 expenditure at ten percent (10%) per annum.

5 (6) At Beneficiary's option, Trustor will pay a "late
6 charge" not exceeding ten (10%) of any installment when paid more
7 than ten (10) days after the due date thereof to cover the extra
8 expense involved in handling delinquent payments, but such "late
9 charge" shall not be payable out of the proceeds of any sale made
10 to satisfy the indebtedness secured hereby, unless such proceeds
11 are sufficient to discharge the entire indebtedness and all proper
12 costs and expenses secured thereby.

13 B. IT IS MUTUALLY AGREED:

14 (1) That any award of damages in connection with any
15 condemnation for public use of or injury to said property or any
16 part thereof is hereby assigned and shall be paid to Beneficiary
17 who may apply or release such moneys received by them in the same
18 manner and with the same effect as above provided for disposition
19 of proceeds of fire or other insurance.

20 (2) That by accepting payment of any sum secured hereby
21 after its due date, Beneficiary does not waive their right either
22 to require prompt payment when due of all other sums so secured or
23 to declare default for failure so to pay.

24 (3) That at any time or from time to time, without
25 liability therefore and without notice, upon written request of
26 Beneficiary any presentation of this deed of trust and said note
27 for endorsement, and without affecting the personal liability of
28 any person for payment of the indebtedness secured hereby, Trustee
29 may: reconvey any part of said property; consent to the making of
30 any map or plat thereof; join in granting any easement thereon; or
31 join in any extension agreement or any agreement subordinating the
32 lien or charge thereof.

1 (4) That upon written request of Beneficiary stating
 2 that all sums secured hereby have been paid, and upon surrender of
 3 this deed and said note to Trustee in its sole discretion may
 4 choose, and upon payment of its fees, Trustee shall reconvey,
 5 without warranty, the property then held hereunder. The recitals
 6 in such reconveyance of any matters or facts shall be conclusive
 7 proof of the truthfulness thereof. The grantee in such reconvey-
 8 ance may be described as "the person or persons legally entitled
 9 thereto."

10 (5) That as additional security, Trustor hereby gives
 11 to and confers upon Beneficiary the right, power and authority,
 12 during the continuance of these trusts, to collect the rents,
 13 issues and profits of said property, reserving unto Trustor the
 14 right, prior to any default by Trustor in payment of any indebted-
 15 ness secured hereby or in performance of any agreement hereunder,
 16 to collect and retain such rents, issues and profits as they
 17 become due and payable. Upon any such default, Beneficiary may at
 18 any time without notice, either in person, by agent, or by a
 19 receiver to be appointed by a court, and without regard to the
 20 adequacy of any security for the indebtedness hereby secured,
 21 enter upon and take possession of said property or any part
 22 thereof, in their own name sue for or otherwise collect such
 23 rents, issues, and profits, including those past due and unpaid,
 24 and apply the same, less costs and expenses of operation and
 25 collection including reasonable attorney's fees, upon any indebted-
 26 ness secured hereby, and in such order as Beneficiary may determine.
 27 The entering upon and taking possession of said property, the
 28 collection of such rents, issues and profits and the application
 29 thereof as aforesaid, shall not cure or waive any default or

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1 notice of default hereunder or invalidate any act done pursuant to
2 such notice.

3 IN WITNESS WHEREOF, Trustors have executed these presents the
4 day and year first above written.

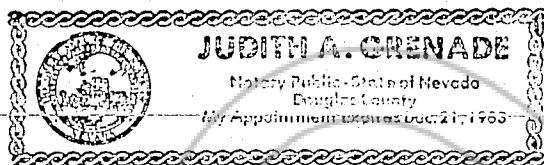
WINDOWOODS
A Nevada General Partnership

BY Mark C. Barone
MARK C. BARONE
Norman J. Barone
NORMAN J. BARONE

10 STATE OF NEVADA)
11 : ss
12 CARSON CITY)

12 On the 13th day of January, 1981, personally appeared
13 before me, a Notary Public, MARK C. BARONE and Norman J. Barone, who
14 acknowledged that they executed the above instrument.

Judith A. Grenade
Notary Public

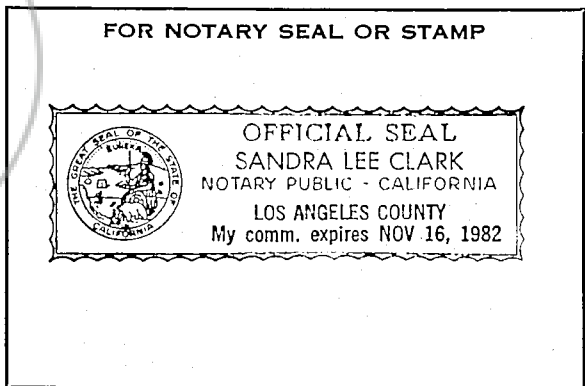


STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.
On JANUARY 9, 1981 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared

NORMAN J. BARRONE
ONLY

to be the person whose name LS subscribed to the
within instrument and acknowledged that HE executed the
same.

Sandra Lee Clark
SANDRA LEE CLARK



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REQUESTED BY
LAWYERS TITLE INS. CORP.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
J. S. O. Rd.
1981 JAN 22 AM 9:29

MARIE A. RABEL
RECORDER

-6- Lawn Kenney 52778
Rep. BOOK 181 PAGE 1226