SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS



THIS DEED OF TRUST, made this

9th

day of February, 1981

, between

FLY AWAY HOLIDAYS, INC., an Hawaiian Corporation

herein called TRUSTOR

888 Mililani Street, Suite 700, Honolulu, Hawaii 96813 whose address is (number and address)

and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and GARY D. W. HERRING,

a single man and RICK A. SCARRY, a single man, AS TENANTS IN COMMON., herein called BENEFICIARY,

(zip)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property DOUGLAS County, Nevada, described as:

See Exhibit "A" attached hereto and made a part hereof.

DUE ON SALE CLAUSE

If the trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable in full.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 19,508.05 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	воок	PAGE	DOC. NO.	COUNTY	воок	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln	DOOK	. 702	45902
Clark	850 Off, Rec.		682747	Lyon	37 Off. Rec.	244	
Douglas	57 Off, Rec.	115	40050	Mineral		341	100661
Elko	92 Off, Rec.	652	35747	Nye	11 Off. Rec.	129	89073
Esmeralda	3-X Deeds	195	35922		105 Off, Rec.	107	04823
Eureka	22 Off, Rec.	138	45941	Ormsby	72 Off. Rec.	537	32867
Humboldt	28 Off, Rec.	124		Pershing	11 Off, Rec.	249	66107
Lander	24 Off. Rec.		131075	Storey	"S" Mortgages	206	31506
Lander	24 OH, Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
-1				White Pine	295 R.E. Records	258	

white Pine 295 R.E. Records 258 said inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

HAWAII STATE OF NEVADA Honolulu SS. COUNTY OF FL? February AWAY HOLIDAYS, INC. 23 1981 personally appeared before me, a Notary Public, REDDEKOPP. James H. Reddekopp and Η. OPP President JAMES By: Sachie SEAL Secretary-Treasurer Sachie Shirai, Sachie Shirai who acknowledged that $\underline{\hspace{0.1cm}}^{\hspace{0.1cm} t}$ he $\underline{\hspace{0.1cm}}^{\hspace{0.1cm} V}$ executed the above instrument.

FOR RECORDER'S LISE

ORDER NO. ESCROW NO. 4896

WHEN RECORDED MAIL TO:

MR. GARY W. D. HERRING & MR. RICK A. SCARRY 637 North Pass Avenue

Burbank, California 91505

53829 800K 281 PAGE1691

Signature

6.\

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Unit 9 of the "AMENDED MAP OF SNOWDOWN", being all of Lot 57, located in Tahoe Village Subdivision Unit No. 1, Douglas County, Nevada, filed for record on October 29, 1974, as Document No. 76174.

Assessment Parcel No. 09-070-06

PARCEL 2:

An undivided 1/26th interest in all of the "common area" as shown on the "AMENDED MAP OF SNOWDOWN", being all of Lot 57 in Tahoe Village Subdivision Unit No. 1, Douglas County, Nevada, filed for record on October 29, 1974, as Document No. 76174.

REQUESTED BY

DOUGLAS COUNTY TITLE

M OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

1981 FEB 26 AMII: 39

MARIE A. RADEL RECORDER

Oep. BOOK 281 PAGE 1692