

A.P. #13-052-07

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated January 26, 1981, between  
 NORMAN C. PELTZ and YEN P. PELTZ, husband and wife

, herein called TRUSTOR,  
 whose address is 8210 W. Walker Drive, Littleton, Colorado 80123  
 (number and street) (City) (State) (ZIP)  
 NORTHERN NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, &  
 ROYAL K. COLE and EDITH B. COLE, husband and wife, as joint tenants

herein called BENEFICIARY.  
 Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE  
 IN TRUST, WITH POWER OF SALE, that property in Douglas County,  
 Nevada, described as:

For description of the premises, see Exhibit A attached hereto.

IN THE EVENT THE HEREIN DESCRIBED PROPERTY OR ANY PART THEREOF, OR ANY INTEREST  
 THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR, OR BY  
 THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT  
 IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE  
 HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to  
 collect and use the same except during continuance of some default hereunder  
 and during continuance of such default authorizing Beneficiary to collect and  
 enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor in-  
 corporated by reference or contained herein. 2. Payment of the indebtedness  
 evidenced by one promissory note of even date herewith, and any extension or  
 renewal thereof, in the principal sum of \$19,500.00\*\*\*\*\*executed by  
 Trustor in favor of Beneficiary or order. 3. Payment of such additional sums  
 as may hereafter be advanced for the account of Trustor or Assigns by Benefi-  
 ciary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To properly care for and keep said property in good condition and repair;  
 not to remove or demolish any building thereon; to complete in a good and work-  
 manlike manner any building which may be constructed thereon, and to pay when  
 due all claims for labor performed and materials furnished therefor; to comply  
 with all laws, ordinances and regulations requiring any alterations or improve-  
 ments to be made thereon; not to commit or permit any waste thereof; not to  
 commit, suffer or permit any act to be done in or upon said property in violat-  
 ion of law; to cultivate, irrigate, fertalize, fumigate, prune and/or do any  
 other act or acts, all in a timely and proper manner, which, from the character  
 or use of said property, may be reasonably necessary, the specific enumerations  
 herein not excluding the general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of  
 these Trusts, including cost of evidence of title and Trustee's fees in connect-  
 ion with sale, whether completed or not, which amounts shall become due upon  
 delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter  
 provided.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory  
 to and with loss payable to Beneficiary. The amount collected under any fire or  
 other insurance policy must be applied by Beneficiary upon indebtedness secured  
 hereby and in such order as Beneficiary may determine, or at option of Benefi-  
 ciary the entire amount so collected or any part thereof may be released to Trustor.  
 Such application or release shall not cure or waive any default or notice of  
 default hereunder or invalidate any act done pursuant to such notice.

4. The Grantor promises and agrees that if during the existence of the Trust  
 there be commenced or pending any suit or action affecting said conveyed premises,  
 or any part thereof, or the title thereto, or if any adverse claim for or against  
 said premises, or any part thereof, be made or asserted, he will appear in and  
 defend any such matter purporting to affect the security and will pay all costs  
 and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustor shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
  - (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.
10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
  - (a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
  - (b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Grantor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.
11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in

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or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

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.

14. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

16. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (10%); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

COLORADO  
STATE OF NEVADA,  
COUNTY OF JEFFERSON ) SS.

Norman C. Peltz  
Norman C. Peltz

On FEB. 19, 1981 before me,  
the undersigned, a Notary Public in  
and for said County and State  
personally appeared NORMAN C. PELTZ

Yen P. Peltz  
Yen P. Peltz

AND YEN P. PELTZ  
known to me to be the persons described  
in and who executed the foregoing in-  
strument, who acknowledged to me that  
they executed the same freely and  
voluntarily and for the use and pur-  
pose therein mentioned.

IF EXECUTED BY A CORPORATION, THE  
CORPORATION FORM OF ACKNOWLEDGE-  
MENT MUST BE USED.

Signature Norma Armentrout  
Notary Public

My Commission expires February 27, 1983  
NORMA ARMENTROUT

SEAL

THIS FORM FURNISHED BY  
NORTHERN NEVADA TITLE COMPANY

SPACE BELOW THIS LINE FOR RECORDERS  
USE.

When recorded mail to

Name Royal K. Cole  
Address 16754 East Avenue Space 33  
City & State Llano, California 95334



Exhibit A in deed of trust made by Norman C. Peltz, et ux, to trustee for Royal K. Cole, et ux, dated January 26, 1981.

EXHIBIT "A"

All that real property situate in the West Half of the Northeast quarter of the Southeast quarter of Section 1, Township 14 North, Range 19 East, M.D.B. and M., Douglas County, State of Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of Section 1, Township 14 North, Range 19 East, M.D.B. and M., thence South  $89^{\circ} 38'$  West along the South line of Section 1 a distance of 1326.10 feet to a 1/16th corner; thence North  $0^{\circ} 05' 45''$  West on a 1/16 line a distance of 1318.30 feet to a 1/16th corner; thence North  $89^{\circ} 39' 45''$  East along a 1/16th line a distance of 330.00 feet to a point; thence North  $0^{\circ} 05' 45''$  West a distance of 325.00 feet to the True Point of Beginning; thence North  $0^{\circ} 05' 45''$  West a distance of 466.05 feet to a point; thence North  $89^{\circ} 23' 30''$  East a distance of 330.00 feet to a point; thence South  $0^{\circ} 05' 45''$  East a distance of 102.51 feet to a point; thence South  $23^{\circ} 33'$  West a distance of 99.28 feet to the beginning of a curve; thence on a curve to the right through a delta angle of  $17^{\circ} 00'$ , whose radius is 285 feet and having an arc length of 84.56 feet to the end of the curve; thence South  $40^{\circ} 33'$  West a distance of 187.00 feet to the beginning of a curve; thence on a curve to the right through a delta angle of  $34^{\circ} 16'$ , whose radius is 197.68 feet and having an arc length of 118.23 feet to the end of the curve; thence South  $89^{\circ} 30' 45''$  West a distance of 25.00 feet to the true point of Beginning.

EXCEPTING THEREFROM, the North 152.00 feet of the above-described parcel.

ALSO EXCEPTING THEREFROM THE FOLLOWING, described parcel deeded to Douglas County, Nevada for public road and utility purposes:

BEGINNING at the same Point of Beginning as the above description; thence North  $0^{\circ} 05' 45''$  West a distance of 466.05 feet to a point; thence North  $89^{\circ} 23' 30''$  East a distance of 25.00 feet to a point; thence South  $0^{\circ} 05' 45''$  East a distance of 410.11 feet to the beginning of a curve; thence on a curve to the left through a delta angle of  $117^{\circ} 54'$  whose radius is 20 feet and having an arc length of 41.15 feet to a point of compound curve; thence on a curve to the left through a delta angle of  $21^{\circ} 27'$ , whose radius is 172.68 feet and having an arc length of 64.65 feet to the end of the curve; thence North  $40^{\circ} 33'$  East a distance of 187.00 feet to the beginning of a curve; thence on a curve to the left through a delta angle of  $17^{\circ} 00'$ , whose radius is 260 feet and having an arc length of 77.14 feet to the end of the curve; thence North  $23^{\circ} 33'$  East a distance of 156.38 feet to a point; thence South  $0^{\circ} 05' 45''$  East a distance of 62.33 feet to the beginning of a curve; thence South  $23^{\circ} 33'$  West a distance of 99.28 feet to the beginning of a curve; thence on a curve to the right through a delta angle of  $17^{\circ} 00'$ , whose radius is 285 feet and having an arc length of 84.56 feet to the end of the curve; thence South  $40^{\circ} 33''$  West a distance of 187.00 feet to the beginning of a curve; thence on a curve to the right having a delta angle of  $34^{\circ} 16'$ , whose radius is 197.68 feet and having an arc length of 118.23 feet to the end of the curve; thence South  $89^{\circ} 30' 45''$  West a distance of 25.00 feet to the Point of Beginning.

REQUESTED BY  
Northern Nevada Title Company.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
# 6.00 pp  
1981 FEB 27 PM 1:01

MARIE A. RADEL  
RECORDER  
Carol E. Hart  
Dep  
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