

When Recorded Mail To:
% Nevis Ind.

P. O. Box 1154
Yuba City, Ca 95991

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made February 20, 1981 by and between

ALEXANDER R. WAGNER and MICHELE M. WAGNER, husband and wife, TRUSTOR,

whose address is 1587 5th Green Ct., Gardnerville, Nv 89410
(Number and Street) (City) (State)

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation TRUSTEE, and
THOMAS E. NEVIS, a married man as to an undivided one-half interest and SAMUEL
A. NEVIS, a married man as to an undivided one-half interest, as BENEFICIARY,
Tenants in Common

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, to wit:

SEE ATTACHED LEGAL DESCRIPTION AND BY THIS

REFERENCE IS MADE A PART HEREOF

In addition to the terms and conditions contained herein Beneficiaries agree so long as the promissory note secured hereby is current and Trustors are not in any default hereunder, that should Trustors divide the property subject hereof into two or more legal parcels, Beneficiaries shall cause to be recorded upon demand, a full reconveyance of the herein trust deed provided Trustors deposit substituted promissory notes and first deeds of trust for each of the parcels so created. The amounts of the substituted promissory notes secured by first trust deeds shall be in sums equal to the then remaining principal balance of the original promissory note secured by first deed of trust prorated equally over the total number of newly created parcels bearing interest at the same rate and payable under the same terms. Beneficiaries join in the execution hereof in order to manifest their intent to be bound by the terms and conditions hereof.

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 \$140,000.00 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 on the reverse hereof; (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 | BOOK | PAGE | DOC. NO. | COUNTY | BOOK | PAGE | DOC. NO. |
|-----------|---------------|------|----------|------------|-------------------|------|----------|
| Churchill | 39 Mortgages | 363 | 115384 | Lincoln | | | 45902 |
| Clark | 850 Off. Rec. | | 682747 | Lyon | 37 Off. Rec. | 341 | 100661 |
| Douglas | 57 Off. Rec. | 115 | 40050 | Mineral | 11 Off. Rec. | 129 | 89073 |
| Elko | 92 Off. Rec. | 652 | 35747 | Nye | 105 Off. Rec. | 107 | 04823 |
| Esmeralda | 3-X Deeds | 195 | 35922 | Ormsby | 72 Off. Rec. | 537 | 32867 |
| Eureka | 22 Off. Rec. | 138 | 45941 | Pershing | 11 Off. Rec. | 249 | 66107 |
| Humboldt | 28 Off. Rec. | 124 | 131075 | Storey | "S" Mortgages | 206 | 31506 |
| Lander | 24 Off. Rec. | 168 | 50782 | Washoe | 300 Off. Rec. | 517 | 107192 |
| | | | | White Pine | 295 R. E. Records | 258 | |

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

STATE OF NEVADA)
) ss.
County of Carson City)

On February 20, 1981
personally appeared before me, a Notary Public,

Thomes E. Nevis

who acknowledged that he executed the above instrument.

Jackie C. Seibold Notary Public

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
PHONE (702) 882-4577

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BLDG.
P.O. BOX 55
ZEPHYR COVE, NEVADA 89448
PHONE (702) 588-6676

Signature of Trustor

Alexander R. Wagner
Alexander R. Wagner

Michele M. Wagner
Michele M. Wagner

Beneficiary: Red Willey Witness

Thomas E. Nevis
Thomas E. Nevis

Samuel A. Nevis
Samuel A. Nevis by Thomas E. Nevis
His Attorney In Fact

JACKIE C. SEIBOLD
Notary Public - State of Nevada
Carson City
My Appointment Expires June 7, 1983

EXHIBIT "A"

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

Those portions in the E 1/2 of the E 1/2 of Section 34, lying Easterly of the East bank of the Allerman Canal diversion ditch traversing said lands as established and existing in 1978, with easement as provided in that certain water conveyance and easement agreement dated May 10, 1978, between Nevis Industries, Inc., and John B. Anderson and Edith Anderson, and that portion of the N1/2 of Section 35, all in Township 13 North, Range 20 East, M.D.B. & M, more particularly described as follows to wit:

Beginning at the Section corner common to Sections 26,27,34, and 35 in Township 13 North, Range 20 East, M.D.B. & M; thence S89°59'30" East, a distance of 1,332.06 feet to a point; thence South 00°20'05" East, a distance of 1,320.89 feet; thence South 89°55'26" West, a distance of 1,330.44 feet to a point; thence South 89°55'08" West, a distance of 350.93 feet to a point; thence Northerly along the East and North banks of the Allerman Canal diversion ditch traversing said lands as established and existing in 1978, to a point which bears North 89°59'29" West, having a length of 541.70 feet from the Southeast corner of Section 27 in Township 13 North, Range 20 East, M.D.B. & M; thence from said point, South 89°59'29" East, a distance of 541.70 feet to the Point Of Beginning.

Said Land more fully shown as Parcel No. 8, as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917, of Official Records.

TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980 as Document No. 51917.

53911

LIBER 281 PAGE 1885

STATE OF NEVADA,

~~County of~~ Carson City } ss.

On this 20th day of February in the year one thousand nine hundred and 81
personally appeared before me, Jackie C. Seibold, a Notary Public in and
for said Carson City County,
Thomas E. Nevis

known to me to be the person whose name is subscribed to the within instru-
ment, as the attorney in fact of Samuel A. Nevis

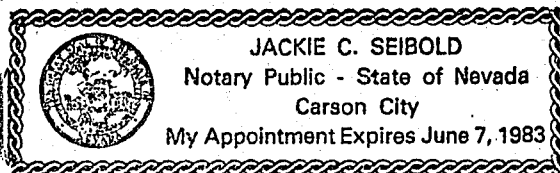
and he, the said Thomas E. Nevis
acknowledged to me that he signed the name of the said Samuel
A. Nevis

thereto as principal and his own
name as attorney in fact, and that as such attorney in fact he executed the foregoing instru-
ment freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
at my office in Carson City the day and year last above written.

Notary Public in and for the County of Carson City, State of Nevada.

CLARKE STATIONERS (Acknowledgment—Attorney in Fact)



(Witness - Individual)

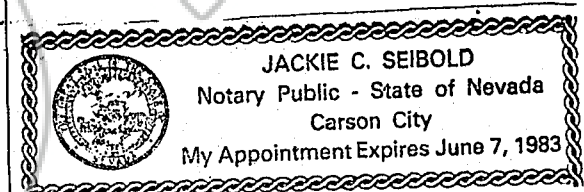
STATE OF Nevada }
~~COUNTY OF~~ Carson City } ss.

On February 26, 1981, before me, the undersigned, a Notary Public, in and for
said State, personally appeared Red Willey, known to me to be the person whose name
is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:
That he resides in Minden, Nevada

and that he was present and saw
Alexander R. Wagner & Michele M.
Wagner personally known to him to be the same person
described in and whose name s / are subscribed to the within
and annexed instrument execute the same; and he
acknowledged to said affiant that they executed the same;
and that affiant subscribed his name thereto as a
Witness to said execution.

WITNESS my hand and official seal.

Signature Jackie C. Seibold



(This area for official notarial seal)

REQUESTED BY
LAWYERS TITLE INS. CORP
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
5.00 pd.
1981 FEB 27 PM 2:26

MARIE A. RADEL
RECORDER
53911
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