# 3

#### DEED OF TRUST

#### AND ASSIGNMENT OF RENTS

This Deed of Trust, made and executed this 10th day of March, 1981, between D.R.D. DEVELOPMENT, INC., a California corporation, herein called Trustor, doing business at 14132 Firestone Boulevard, Santa Fe Springs, California, SILVER STATE TITLE COMPANY, a licensed Nevada title company, herein called TRUSTEE, and WESTERN PLAINS SERVICE CORPORATION, a South Dakota Corporation, herein called BENEFICIARY,

WITNESSETH: That TRUSTOR irrevocably grants, transfers and assigns to TRUSTEE in trust, with power of sale, that certain property located in Douglas County, State of Nevada, more particularly described as follows:

Lots 28, 29, 30, 31, 32, 33 and 34, as set forth on the third amended map of Tahoe Village Unit No. 2, filed for record on August 14, 1979, as Document No. 35555, Official Records of Douglas County, State of Nevada, and said property is further described on Exhibit "A" which is attached hereto and made a part hereof.

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, 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. Performance by the TRUSTOR of each and every agreement and covenant contained herein,
- Payment of the indebtedness evidenced by the Note of even date herewith, and any extension or renewal thereof, in the principal sum of FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$4,400,000.00) executed by TRUSTOR in favor of BENEFICIARY, and
- 3. Payment of such further sums as the then record owner of said property hereafter may borrow from BENEFICIARY, when evidenced by another note (or notes) expressly so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Construction and Maintenance of Improvements.

That the funds advanced, to be advanced, and to be secured hereunder have been and are being used to pay the costs of construction of certain buildings and other improvements on

the property in accordance with the Building Loan Agreement executed by and between TRUSTOR and BENEFICIARY on 1981 ("loan agreement"). TRUSTOR covenants that it will faithfully perform, or cause to be performed, all of the terms, covenants and conditions of the such loan agreement.

If the construction of the improvements to be made pursuant to the loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than as set forth in the loan agreement, or in the event of any default under the terms of the loan agreement which is an event of default as defined therein, BENEFICIARY is hereby invested with full and complete authority to enter upon the property, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of the improvements, to make and enter into any contracts and obligations whenever necessary in its own name or in the name of TRUSTOR, and to pay and discharge all debts, obligations and liabilities incurred thereby. All such sums so advanced by BENEFICIARY (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby, shall be secured by this Deed of Trust and shall be due and payable on demand with interest at the rate provided in the Note secured by this Deed of Trust. The principal sum and all charges provided for herein shall, at the option of BENEFICIARY or the holder of the Note secured hereby, become due and payable on the failure of TRUSTOR to keep and perform any of the covenants, conditions, and agreements of the loan agreement, which result in an event of default.

This Deed of Trust is granted to secure future construction advances and loans from BENEFICIARY to TRUSTOR not to exceed in the aggregate the sum of FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$4,400,000.00), exclusive of interest, costs and expenses in enforcing TRUSTOR'S obligations under this Deed of Trust and the loan agreement. All advances required by the loan agreement are obligatory advances up to the credit limit established therein and shall, to the extent permitted by law, have priority over mechanics' liens, if any, arising after this Deed of Trust is recorded.

TRUSTOR covenants to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general, and further covenants that while this Deed of Trust is in effect no further or other liens shall be placed or suffered to be placed on the property.

# 2. Application of Uniform Commercial Code.

That without the written consent of BENEFICIARY, no security interest will be created or suffered to be created by TRUSTOR under the provisions of the Uniform Commercial Code, with respect to any goods, fixtures, equipment, appliances or articles of personal property now owned or hereafter acquired by TRUSTOR ("personal property") now attached to or used or hereafter to be attached or used in connection with the property. This Deed of Trust, in the absence of a separate security agreement entered into by and between TRUSTOR and BENEFICIARY, shall be a security agreement pursuant to the Uniform Commercial Code, and TRUSTOR hereby grants BENEFICIARY a security interest in said personal property. TRUSTOR agrees to execute and deliver financing statements covering said personal property. TRUSTOR shall pay all costs of filing such documents and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements BENEFICIARY may reasonably require. Upon TRUSTOR'S breach of any convenant or agreement of TRUSTOR contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, BENEFICIARY shall have the remedies of a secured party under the Uniform Commercial Code and, at BENEFICIARY'S option, may also invoke the remedies provided in this Deed of Trust as to said personal property.

# 3. Insurance.

To keep at all times the building and improvements which are now or shall hereafter be erected upon the premises insured against loss or damage by fire, to the amount of at least One Million Dollars (\$1,000,000.00) , by some inst , by some insurance company or companies approved by BENEFICIARY, the policies for which insurance shall be made payable, in case of loss, to BENE-FICIARY, and shall be delivered to and held by the BENEFICIARY as further security; and that in default thereof, BENEFICIARY may procure such insurance not exceeding the amount aforesaid, to be effective either upon the interest of TRUSTEE or upon the interest of TRUSTOR, or its assigns, and in their names, loss, if any, being made payable to BENEFICIARY, and may pay the expense of premiums for such insurance, in such sums of money as the BENEFICIARY may deem necessary. The amount collected under any fire or any other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENE-FICIARY may determine, or at the option of BENEFICIARY the entire amount so collected or any part thereof may be released to 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. Court Appearances.

That if, during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, the TRUSTEE or BENEFICIARY may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same and in

that behalf and for any of the purposes may pay and expend such sums of money as the TRUSTEE or BENEFICIARY may deem to be necessary. TRUSTOR agrees to appear in and defend any such action or proceeding and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which BENEFICIARY or TRUSTEE may appear and in any suit brought by BENEFICIARY to forclose this Deed.

#### 5. Taxes.

To pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust premises or any part thereof; and that all interest or installments due on any prior encumbrance will be paid, and that in default thereof, BENEFICIARY may, without demand or notice, pay the same, and BENEFICIARY shall be the sole judge of the legality or validity of such taxes, assessments, charges or encumbrances and the amount necessary to be paid in satisfaction or discharge thereof.

# 6. Condemnation Proceeds.

That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

### 7. Waiver.

That any forebearance by BENEFICIARY in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or liens or charges by BENEFICIARY shall not be a waiver of BENEFICIARY'S right to accelerate the maturity of the indebtedness hereby secured. BENEFICIARY'S receipt of any awards, proceeds, damages or payments hereunder shall not operate to cure or waive TRUSTOR'S default in payment of sums secured by this Deed of Trust.

#### 8. TRUSTEE'S Participation and Partial Release.

- (a) That at any time or from time to time, without liability therefor and without notice, upon the written request of BENEFICIARY and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may: consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (b) That subject to the provisions of sub-paragraph (c) below and so long as TRUSTOR is not in default hereunder or under the loan agreement, BENEFICIARY agrees to release, from time to time, one or more individual condominium units within

the property covered by this Deed of Trust as shown on the duly approved and recorded condominium map, upon request by TRUSTOR and payment by TRUSTOR to BENEFICIARY of ONE HUNDRED PERCENT (100%) of the sales price of each unit to be released less customary closing costs, as shown on the settlement sheet applicable to the sale of such unit, which amounts shall be applied against unpaid principal under the Note secured by this Deed of Trust. Further, TRUSTOR and BENEFICIARY agree that the minimum sales price of each unit shall be One Hundred Twenty-five Thousand Dollars (\$125,000.00).

- (c) That any each such partial release shall be accomplished in the following manner:
  - (i) Each sale of a condominium unit shall be accomplished through an escrow with a licensed title company.
  - TRUSTOR'S request for such release shall (ii) be accompanied by a properly completed partial release form containing the legal description of the unit or units to be TRUSTOR shall request BENEFICIARY released. to cause the request for partial release of the lien of the Deed of Trust to be delivered for recording to the title company after execution by the TRUSTEE. TRUSTOR shall specify the name and address of the prospective purchaser and shall supply such other documents and information concerning such release as BENEFICIARY shall reasonably request.
  - Promptly after receipt of such request, (iii) BENEFICIARY shall cause such partial release to be delivered for recording to the title company after execution by the TRUSTEE; provided, that all funds due BENEFICIARY under sub-paragraph (b) immediately above and all costs and expenses of BENEFICIARY associated with such release (including, but not limited to legal fees) shall be caused to be paid by TRUSTOR. BENEFICIARY will also make available to the title company for display to the TRUSTEE the originals of the Note and this Deed of Trust for notation on the partial release.
    - (iv) The issuance of such a partial release shall not affect TRUSTOR'S obligations hereunder or under the Note, except to the extent payment thereon is actually received by BENEFICIARY. Regardless of the time such partial release shall be recorded, the payments made by TRUSTOR to BENEFICIARY with respect to such release shall be credited against the Note only upon receipt by BENEFICIARY in the form of collected funds.

#### 9. Reconveyance.

That upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to TRUSTEE for cancellation and retention and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The GRANTEE in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, TRUSTEE may destroy said Note and this Deed of Trust (unless directed in such request to retain them).

#### 10. Rents and Profits.

That as additional security TRUSTOR hereby gives to 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, or in its own name sue 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 attorneys' fees, upon any indebtedness secured hereby and in such order as BENE-FICIARY may determine. The entering upon and taking possession of said property, or the collection of 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.

No action taken by BENEFICIARY to collect any rents, issues or profits will make BENEFICIARY a "mortgagee-in-possession" of the property unless the BENEFICIARY itself or by agent enters into actual possession thereof. Possession by a court-appointed receiver will not be deemed possession by the BENEFICIARY.

### 11. Sale Upon Default.

That if default be made in the performance of any obligation assumed by the TRUSTOR, or in the payment of the Note or interest thereon, or any part thereof, or in the payment of any of the other sums of money agreed to be paid, or of any interest thereon, or if any of the conditions or convenants of this Deed of Trust be violated, and if the Notice of Breach and Election To Sell required by Chapter 107 of the Nevada Revised Statutes, be first recorded, then TRUSTEE, its successors or assigns, on demand by BENEFICIARY, or assigns, shall sell the above granted premises, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objectives of these trusts, in the following manner:

- The TRUSTEE shall first give notice of the time and place of such sale in the manner provided in the laws of the State of Nevada for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the TRUSTEE may sell the property so advertised, or any portion thereof, at public auction at the time and place specified in the Notice, either in the county in which the property or any part thereof, to be sold is situated, or at the principal office of the TRUSTEE, in its discretion, to the highest cash bidder. BENEFICIARY or the holder or holders of the promissory note or notes secured hereby may bid and purchase at such sale. The BENEFICIARY may, after recording the Notice of Breach and Election, waive or withdraw the same or any proceedings thereunder and shall thereupon be restored to its former position and have and enjoy the same rights as though such notice had not been recorded.
- (ii) The TRUSTEE upon such sale shall make (without warranty), execute and, after due payment made, deliver to the purchaser or purchasers, his, its or their heirs, successors or assigns, a Deed or Deeds of the premises so sold which shall convey to the purchaser the title of the TRUSTOR in the trust premises, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including counsel fees, in an amount equal to reasonable percent ( of the amount secured thereby and remaining unpaid at the time of such sale together with such sums as TRUSTEE or BENEFICIARY may have paid for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the Deed of Trust; and in payment, secondly, of the obligation or debts secured and interest thereon and then remaining unpaid and the amount of all other sums with interest thereon herein agreed or provided to be paid by TRUSTOR; and the balance or surplus of such proceeds of sale it shall pay to TRUSTOR, its successors or assigns.
- (iii) In the event of a sale of the premises conveyed or transfered in trust or any part thereof and the execution of a deed or deeds therefor under such trust, the recital of default, and the recording of a Notice of Breach and Election of Sale, and of the elapse of the three month period, and of the giving of the Notice of Sale, and of a demand by BENEFICIARY, its successors or assigns, that such sale shall be made, shall be conclusive proof of such default, recording, election, elapse of time, and of the due giving of such notice, and

that the sale was regularly and validly made on due and proper demand by BENEFICIARY, its successors or assigns; and any such deed or deeds with such recitals therein shall be effectual and conclusive against TRUSTOR, its successors and assigns and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

## 12. Successor Trustees.

That the BENEFICIARY or its assigns may from time to time appoint another TRUSTEE or TRUSTEES to execute the trust created by this Deed of Trust or other conveyance in trust.

A copy of a resolution of the Board of Directors of BENEFICIARY certified by the secretary thereof shall be conclusive proof of the proper appointment of such substituted TRUSTEE. Upon the recording of such certified copy the new TRUSTEE or TRUSTEES shall be vested with all the title, interest, powers, duties and trusts in the premises vested in or conferred upon the original TRUSTEE. If there be more than one TRUSTEE, either may act alone and execute the trust upon the request of the BENEFICIARY, and all his acts thereunder shall be deemed to be acts of all TRUSTEES, and the recital in any conveyance executed by such sole TRUSTEE on such request shall be conclusive evidence thereof, and of the authority of such sole TRUSTEE to act.

#### 13. Remedies.

That in case of breach by TRUSTOR of the covenants and conditions of this Deed of Trust or of the loan agreement BENEFICIARY at its option, with or without entry upon the property, may: invoke any of the rights or remedies provided in the loan agreement; accelerate the sums secured by this Deed of Trust and invoke those remedies provided herein; invoke any rights or remedies provided in any other instrument or document given as security for the indebtedness evidenced by the note; or do any or all of the foregoing. Prior to completion of the improvements, sums disbursed by BENEFICIARY to protect the security of this Deed of Trust up to the principal amount of the Note shall be treated as disbursements pursuant to the loan agreement, and such sums disbursed by BENEFICIARY in excess of the principal amount of the Note shall be additional indebtedness of TRUSTOR secured by this Deed of Trust. All such sums shall bear interest from the date of disbursement at the rate stated in the Note secured by this Deed of Trust.

If the indebtedness secured hereby is not or hereafter further secured by assignments, security agreements, deeds of trust, pledges, contracts of guarantee or other additional securities, BENEFICIARY may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to

exhaust all or any other security including the security hereunder and without waiving any breach or default of any right or power, whether exercised hereunder or contained herein, or in any such other security.

# 14. Extensions and Modifications.

That from time to time without affecting the obligation of TRUSTOR or TRUSTOR'S successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of TRUSTOR contained herein and without affecting the lien or priority of lien hereof on the property BENEFICIARY may at its option without giving notice to or obtaining the consent of TRUSTOR, its successors or assigns or of any junior lienholder or guarantors and without liability on BENEFICIARY'S part extend the time for payment for said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any such debts, modify the terms and time of payment of said indebtedness, release from this Deed of Trust any part of the property, take or release other or additional security, reconvey any part of the property, consent to the granting of any easement, join in any extension or subordination agreement and agree in writing with TRUSTOR to modify the rate of interest or period or ammortization of the note or change the amount of the monthly installments payable thereunder. TRUSTOR shall pay BENEFICIARY a reasonable service charge together with such title insurance premiums and attorneys' fees as may be incurred at the BENEFICIARY'S option for any such action if taken at TRUSTOR'S request.

### 15. Cross Default Clause.

That the Note secured by this Deed of Trust is also secured by a guarantee of payment, a guarantee of completion, a loan agreement and one or more assignments, and the advance of the loan proceeds under the note and this Deed of Trust is based on the completeness, accuracy and truthfulness of the loan application, and various other statements, representations and documents submitted to BENEFICIARY. A material default under any such instrument or a lack of completeness, accuracy and truthfulness in any material respect in any such document is a breach and a default hereunder and under all such instruments and documents.

#### 16. Successors Bound.

That 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. The term BENEFICIARY shall mean the owner and holder including pledgees of the note secured hereby whether or not named as BENEFICIARY herein. In this Deed of Trust whenever the context so requires the masculine gender includes the feminine or neuter, and the singular number includes the plural.

## 17. TRUSTEE'S Acceptance.

That TRUSTEE accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. TRUSTEE is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

# 18. Priority of Provisions.

In the event of any inconsistency between the provisions of this Deed of Trust, the provisions of the loan agreement, and the provisions of the loan commitment attached to the loan agreement, the provisions of the loan agreement shall prevail over the provisions of the loan commitment and this Deed of Trust, and the provisions of the loan commitment shall prevail over the provisions 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 its address hereinbefore set forth.

IN WITNESS WHEREOF, TRUSTOR has executed this Deed of Trust this 10th day of March , 1981.

D.R.D. DEVELOPMENT, INC., a California corporation.

Ву

BRUCE T. MULHEARN, Chairman of the Board

By April Below

DONALD BALMAN, President

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON ) ss.
On March 10 , 1981, before me SHARON K. BALL , a Notary Public for the State of So. Dakota ,
personally appeared BRUCE T. MULHEARN, known to me to be the
Chairman of the Board of D.R.D. DEVELOPMENT, INC., a California
Corporation, who being duly sworn by me did say that the foregoing instrument was signed in behalf of said corporation by authority
of a resolution of its Board of Directors and that said corporation
executed the same.
SEAT STATE OF THE SEAT PUBLIC
SEAL NOTARY PUBLIC

Residing at Rapid City, SD

My Commission Expires 8/4/88

STATE OF SOUTH DAKOTA ) ss.
COUNTY OF PENNINGTON )

On March 10 , 1981, before me SHARON K. BALL , a Notary Public for the State of So. Dakota , personally appeared DONALD BALMAN, known to me to be the President of D.R.D. DEVELOPMENT, INC., a California Corporation, who being duly sworn by me did say that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and that said corporation executed the same.

SEAL

Sharow K Ball NOTARY PUBLIC

Residing at Rapid City, SD

My Commission Expires 8/4/88

#### EXHIBIT A

Units 1 thru 9, as set forth on the Condominium Map of Lot 28, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53845, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 9/9ths interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 28, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53845, Official Records of Douglas County, State of Nevada.

Units 1 thru 9, as set forth on the Condominium Map of Lot 29, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53846, Official Records of Douglas County, State of Nevada.

of Douglas County, State of Nevada.

TOGETHER WITH an undivided 9/9th interest in and to those portions designated as Common Areas, as set forth on the Condominium Map of Lot 29, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53846, Official Records of Douglas County, State of Nevada.

Units 1 thru 6 as set forth on the Condominium Map of Lot 30 Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53847, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 6/6th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 30, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53847, Official Records of Douglas County, State of Nevada.

Units 1 thru 6, as set forth on the Condominium Map of Lot 31, Tahoe Village Unit No. 2 Third Amended Map, filed for record February 26, 1981, as Document No. 53848, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 6/6th interest in and to those

TOGETHER WITH an undivided 6/6th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 31, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53848, Official Records of Douglas County, State of Nevada.

Units 1 thru 6, as set forth on the Condominium Map of Lot 32, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53849, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 6/6th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 32, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53849, Official Records of Douglas County, State of Nevada.

Units 1 thru 9, Building A, and Units 10-20, Building B, as set forth on the Condominium Map of Lot 33, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53850, Official Records of Douglas County, State of Nevada.

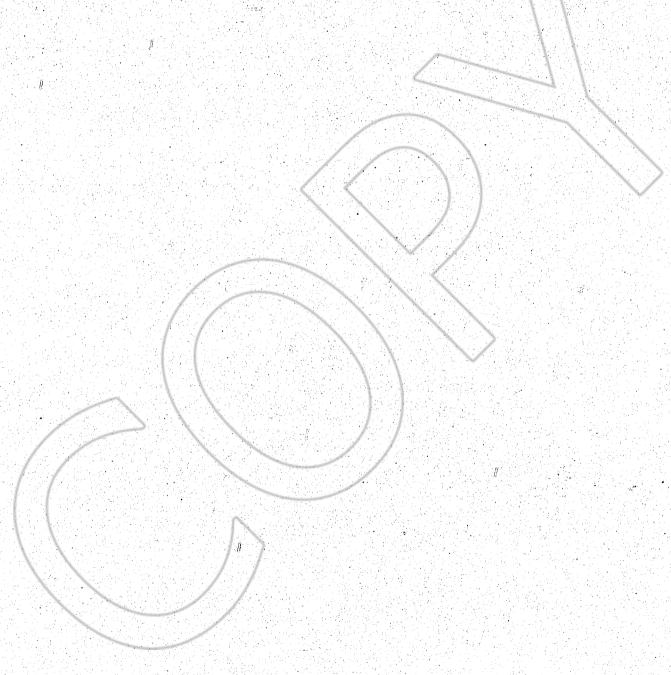
TOGETHER WITH an undivided 20/20th interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 33, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53850, Official Records of Douglas County, State of Nevada.

#### EXHIBIT A

(Continued)

Units 1 through 4, as set forth on the Condominium Map of Lot 34, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53851, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 4/4th's interest in and to those portions designated as Common Areas, as set forth on the Condominium Map of Lot 34, Tahoe Village Unit No. 2, Third Amended Map, filed for record February 26, 1981, as Document No. 53851, Official Records of Douglas County, State of Nevada.



REDUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
1981 MAR 17 AM 10: 40

MARIE A. RABEL RECORDER

54403

LIBER 381 PAGE 1229