

Order No. _____

Escrow No. 33771 M

When Recorded Mail To:

First National Bank of Nevada
P.O. Box 12640

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Reno, NV. 89510 - Attn: J.R. Beekman.

THIS DEED OF TRUST, made April 1, 1981

between

HICKEY BROTHERS, INC., a Nevada corporation

, TRUSTOR,

whose address is P.O. Box 1420 Minden, Nevada 89423

(Number and Street)

(City)

(State)

LAWYERS TITLE INSURANCE CORPORATION

TRUSTEE, and

FIRST NATIONAL BANK OF NEVADA, Trustee for the Profit Sharing Plan for Employees of Harvey's Wagon Wheel, Inc.

, 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, to wit:

- All of Block "B"
- Lots 2,6,7,8, & 9, in Block "C"
- Lots 1,2,3,4,5,6,7,8, in Block "D"
- Lots 1,8,9,10,11,12,13,17,19,20,22,23, & 24, in Block "E"
- Lots 3 & 4, in Block "F"
- Lots 1,2,5,8,9, & 10, in Block "G"

Except therefrom all those portions of said Lots in Block "G", which lies within the high water mark of the Carson River, as it now exists.

- Lots 1,3,4,5,7, & 8, in Block "H"
- Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,17, & 18, in Block "I"
- Lots 2, in Block "J"
- Lots 1,2, & 3, in Block "K"

all as shown on the Official Map of Westwood Village Unit No. 1, filed for record in the office of the County Recorder of Douglas County, Nevada, on October 5, 1979, in Book 1079, Page 440, Document No. 37417.

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 \$1,607,496.68***** 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)
County of Douglas) ss.

On April 30, 1981
personally appeared before me, a Notary Public,

Daniel R. Hickey

who is the secretary-treasurer
of the within named corporation

who acknowledged that he executed the above
instrument.

[Signature] Notary Public

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

C. ACEVES
Notary Public - State of Nevada
Douglas County
My Commission expires Aug. 14, 1982

Signature of Trustor
HICKEY BROTHERS, INC., a Nevada corporation

By: [Signature]
Daniel R. Hickey

REQUESTED BY
LAWYERS TITLE INS. CORP.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$3.00 fpd.
1981 MAY -1 AM 9:12

MARIE A. RABEL
RECORDER

[Signature] 55888

LIBER 581 PAGE 001

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