

# DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, Made this 11th day of June (Escrow No. ) 1981.  
 Between NEIL E. SCHULTZ, and LONA DIANNE SCHULTZ, husband and wife, AS JOINT TENANTS  
 whose address is P. O. Box 994 Zephyr Cove, Nevada 89448  
 (Number and Street) (City) (Zone) (State)  
 DOUGALS COUNTY TITLE CO., INC. herein called TRUSTEE, and  
 SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
 herein called BENEFICIARY,

**Witnesseth:** That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE,  
 that real property in the County of Douglas State of Nevada, described as:

See EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

IN the event grantor shall sell, transfer or convey, or contract to sell, transfer or convey, the herein described parcel of real property, or any portion thereof or any interest therein, the obligation secured by this deed of trust shall forthwith become due and payable, although the time of maturity expressed therein shall not have arrived.

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues and profits of said real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the principal sum of FIFTY SIX THOUSAND and 00/100 Dollars (\$56,000.00), payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by \*, \*\*, or \*\*\*, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churchill	122828	19	343	Lyon	03174		
*Clark	036925	047	6-1	Mineral	06434	22	552
*Douglas	48420	76	560	Nye	18537	133	35
Elko	50546	125	685	Pershing	76277	Roll 28	227
*Esmeralda	43382	3-3 of Deeds	54	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142563	48	1-1	White Pine	156259	326	274
*Lander	65150	98	559	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	35	(formerly Ormsby)			

\* June 12, 1970; \*\* June 15, 1970; \*\*\* July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof. The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$ 156,000.00, and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be awarded by the appropriate court.

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 HEREIN BEFORE SET FORTH.

*Neil E. Schultz*  
 \_\_\_\_\_  
 Neil E. Schultz

*Lona Dianne Schultz*  
 \_\_\_\_\_  
 Lona Dianne Schultz

STATE OF NEVADA

On June 12, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Neil E. Schultz

COUNTY OF WASHOE

known to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NANCY AZEVEDO  
 Notary Public - State of Nevada  
 Washoe County  
 My Appointment Expires Apr. 20, 1985

Notary's Signature *Nancy Azevedo*

RECORDING REQUESTED BY

SPACE BELOW THIS LINE FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO

AMERICAN INVESTORS MGT.  
 P O Box 2997  
 Reno, Nevada 89505

157404

BENEFICIARIES

DR. J. TENNEY TRUSTEE FOR LABORATORY MEDICINE CONSULTANTS PROFIT SHARING TRUST FOR SEGREGATED ACCOUNT #15-002098-14 FOR BENEFIT OF D. J. STODER as to an undivided 44.64286% interest;

NEBACO TRUSTEE FOR BENEFIT OF ACCOUNT #1774-06 DR. RONALD P. CUDEK as to an undivided 10.71428% interest;

NEBACO TRUSTEE FOR BENEFIT OF ACCOUNT #1774-04 DR. DAVID BILLHARZ as to an undivided 44.64286% interest

COPY

EXHIBIT "B"

LEGAL DESCRIPTION

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

Being all of Lot 58, as shown on the map entitled "Skyland Subdivision No. 1", filed for record in the Office of the County Recorder of Douglas County, Nevada, on February 27, 1958, as Document No. 12967.

Assessment Parcel No. 05-032-01

TOGETHER WITH the right of access to the waters of Lake Tahoe and for beach and recreational purposes over Lots 32 and 33 as shown on the filed map referred to herein as reserved in the Deed from Stockton Garden Homes, Inc., a California Corporation to Skyland Water Co., a Nevada Corporation, recorded February 5, 1960, in Book 1 of Official Records at page 268, Douglas County, Nevada.

STATE OF NEVADA

COUNTY OF DOUGLAS

ss.

On June 17, 1981

before me, the undersigned, a Notary Public in and for

said State, personally appeared LONA DIANNE SCHULTZ

known to me to be the person whose name are

subscribed to the within instrument and acknowledged to me that she executed the same.

WITNES my hand and official seal.

Signature

Marilyn L. Bigham

Name (Typed or Printed)



MARILYN L. BIGHAM  
Notary Public - State of Nevada  
Douglas County  
My Appointment Expires Nov. 6, 1983

(This area for official notarial seal)

REQUESTED BY  
DOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

# 5.00 yel  
1981 JUN 17 PM 1:51

MARIE A. RABE  
RECORDER

Casal & Hart 57404  
Rep. LIBER 681 PAGE 1512