

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

Jade Dragon Inc.
205 E. Duarte Road
Arcadia, CA 91006
Attn: Mae H. Koh

105960

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LONG FORM ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This All-Inclusive Deed of Trust, made this 23rd day of JUNE, 1981 between GILBERT DEWART, a single man

herein called Trustor, whose address is C/O 205 E. Duarte Rd., Arcadia, CA (number and street) (city) (state) (zip)

CALIFORNIA LAND TITLE COMPANY, A California corporation, herein called Trustee, and JADE DRAGON, A CALIFORNIA CORPORATION 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:

Lot 19 as shown on the map of ASPEN VALLEY SUBDIVISION UNIT NO. 2, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 15, 1966 as Document No. 34571.

EXCEPTIN THEREFROM that portion as described in the deed from Jade Dragon, Inc., to Ross Olds, et ux, recorded October 8, 1980 in Book 1080, Page 553, as Document No. 49401, Official Records, Douglas County, Nevada.

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. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one all-inclusive purchase money promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 85,000.00 executed by Trustor in favor of Beneficiary or order.

Underlying Obligations:

This is an all-inclusive purchase money deed of trust, securing an all-inclusive purchase money promissory note in the original principal amount of EIGHTY FIVE THOUSAND & NO/100* * Dollars (\$ 85,000.00 (the "Note") which includes within such amount the unpaid balance of the following:

(a) A promissory note in the original principal sum of FORTY FIVE THOUSAND SIX HUNDRED Dollars (\$ 45,600.00 in favor of TAHOE SAVINGS AND LOAN ASSOCIATION as Payee, secured by a deed of trust recorded MAY 13, 1977, 1977, as Document No. 08927, in Book 577, Page 225, Official Records of DOUGLAS County, NEVADA and

(b) A promissory note in the original principal sum of FORTY THOUSAND AND NO/100* * Dollars (\$ 40,000.00 in favor of L. W. LUNDBECK as Payee, secured by a deed of trust recorded DECEMBER 27, 1979, as Document No. 40105, in Book 1279, Page 1675, Official Records of DOUGLAS County, NEVADA.

(The Promissory Notes secured by such deeds of trust are hereinafter called the "Underlying Notes").

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

(1) 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.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary 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. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's 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 foreclose this Deed of Trust.

(4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

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Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) 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 moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; 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.

(9) That upon written request of the Beneficiary stating 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, 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 (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon 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, in his 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 attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such 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.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed 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, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of 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.

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.

Trustor and Beneficiary Mutually Agree:

(A) At any time when the unpaid principal balance of the Note secured by this deed of trust and the accrued interest thereon is equal to or less than the unpaid principal balance of the Underlying Notes, and accrued interest thereon, Beneficiary shall, at the option of the Trustor, cause the Trustee under this deed of trust to reconvey the property then held hereunder. Upon reconveyance of this deed of trust, the Beneficiary shall be relieved of any and all obligations hereunder and under the note secured hereby.

(B) In consideration of the execution and delivery of the note secured by this deed of trust, Beneficiary hereunder agrees to pay the installments of principal and interest as the same become due under the Underlying Notes, but only from, and to the extent of, the payments of principal and interest received by Beneficiary on the note hereby secured. The foregoing obligation shall in no event include in respect to the Underlying Notes any penalty or premium, or any amounts required to be paid in addition to principal or interest (except as otherwise provided herein) or any installments of principal or interest which become due by acceleration unless such penalty, premium, amounts or installments are paid by Trustor to Beneficiary. Any such penalty, premium or amounts required to be paid as a direct result of Beneficiary's failure to perform its obligations hereunder shall be paid by Beneficiary.

(C) To the extent that payments are required under the Underlying Notes and demanded by the payees thereof in monthly installments for the purpose of creating and maintaining a fund for payment when due of any taxes, assessments, insurance premiums or any other purposes, Trustor shall pay said installment payments to Beneficiary in addition to the principal and interest payments due under the note secured hereby and Beneficiary agrees to make said additional payments to said payees concurrently with the installments of principal and interest due under said Underlying Notes. Beneficiary's obligation to make such additional installment payments shall extend only to payments received from Trustor for such purposes and such obligation shall exist only so long as Beneficiary is obligated to make the principal and interest payments required under said Underlying Notes.

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(D) Notwithstanding any other provision of this deed of trust, any demand for sale delivered to the Trustee for the foreclosure of this deed of trust shall be reduced by the unpaid balance, if any, at the time of the Trustee's sale upon such foreclosure of the principal and interest due on the Underlying Notes secured by the above referenced existing trust deeds, and of any other sums payable under the terms of such notes or such existing trust deeds, satisfactory evidence of which unpaid balance must be submitted to the Trustee prior to such sale.

(E) Trustor shall perform any and all obligations set forth in the existing deeds of trust securing the Underlying Notes except as to those obligations which have been expressly assumed by the Beneficiary pursuant hereto or pursuant to the note secured hereby. A failure to so perform by Trustor shall be deemed a breach hereof and a default hereunder.

(F) Any default under the existing trust deeds or the Underlying Notes or any breach of any covenant contained therein other than a default caused by the Beneficiary shall be deemed to be a default pursuant to the terms hereof and the note secured hereby.

Signature of Trustor

Gilbert Dewart

Gilbert Dewart

Signature of Beneficiary

JADE DRAGON INC., A CALIFORNIA CORPORATION

BY: *Mae H. Koh, President*
Mae H. Koh, President

STAPLE APPROPRIATE ACKNOWLEDGEMENTS HERE

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(THIS DEED OF TRUST IS APPROPRIATE FOR USE ONLY IN CERTAIN TRANSACTIONS. PRIOR TO THE EXECUTION OF THIS DEED OF TRUST, THE PARTIES SHOULD CONSULT THEIR ATTORNEYS WITH RESPECT TO ITS SUITABILITY FOR THEIR PURPOSE.)

Title Order No. _____

Escrow or Loan No. _____

DO NOT RECORD

FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST
OFFICE OF CALIFORNIA LAND TITLE COMPANY

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

TO CALIFORNIA LAND TITLE COMPANY, Trustee:

The Undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same

MAIL RECONVEYANCE TO:

(By) _____

(By) _____

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Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Long Form All-Inclusive
Purchase Money Deed of
Trust With Power of Sale

California Land
Title
Company
AS TRUSTEE

California Land
Title
Company

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On June 25, 1981

, before me, the undersigned, a Notary Public in and for said State, personally appeared Mae H. Koh

known to me to be the _____ President, ~~and~~

known to me to be the _____ Secretary of the corporation that executed the within instrument,

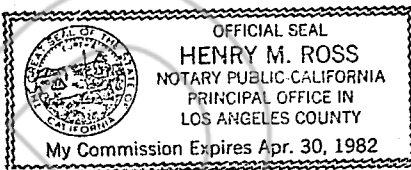
and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Henry M. Ross

Name (Typed or Printed)



(This area for official notarial seal)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On June 25, 1981

State, personally appeared Gilbert Dewart

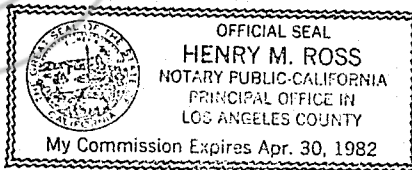
to be the person _____ whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

Henry M. Ross

Name (Typed or Printed)



(This area for official notarial seal)

REQUESTED BY
CHARTER TITLE INS.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 7.00 fee
1981 JUL 31 PM 1:13

MARIE A. RABEL
RECORDER

Marie A. Rabel
dep.

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LIBER 781 PAGE 2066

California Land
Title
Company

Form 3002 (Corporation) First American Title Company

STAPLE HERE