

WHEN RECORDED MAIL TO  
STATE SAVINGS AND LOAN ASSOCIATION  
P.O. Drawer D  
Stockton, California 95201  
LPD No. 20-6205-DA  
LOAN No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

Incorporating by reference certain provisions of a fictitious deed of trust recorded in the counties named below.  
A copy of those provisions is set forth on the reverse of this form.

THIS DEED OF TRUST, made this 23RD day of JULY, 1982 between

GRUPE VENIURES INC., A CALIFORNIA CORPORATION

herein called Trustor, and SUNKIST SERVICE COMPANY, a California corporation, herein called Trustee, and STATE SAVINGS AND LOAN ASSOCIATION, a California corporation, whose address is 222 North El Dorado Street, Stockton, California 95202, herein called Beneficiary,  
WITNESSETH: That Trustor hereby grants, transfers and assigns to Trustee, in trust with power of sale, that certain real property situated in the County of DOUGLAS State of California, described as follows, to wit:

LOTS 36, 37, 38, 39, 40, 41, 45, 46, 47, 48 & 49, BLOCK 2 OLIVER PARK SUBDIVISION AS SHOWN ON THE OFFICIAL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, STATE OF NEVADA, FEBRUARY 2, 1959, DOCUMENT NO. 14034, AND AS LOTS 36, 37, 38, 40, 41, 45, 46, 48 & 49 ARE SHOWN ON THAT MAP OF ABANDONMENT ENTITLED LUCKEY TOWNHOUSES RECORDED APRIL 15, 1980 IN BOOK 480 OF OFFICIAL RECORDS AT PAGE 921, DOUGLAS COUNTY, NEVADA

which property has the address of Michelle Drive, Stateline, Nevada

TOGETHER WITH all interest which Trustor now has or may hereafter acquire in and to said property, and in or to: (a) all easements and rights of way appurtenant thereto; (b) all buildings and improvements now and hereafter located thereon; (c) all adjacent lands within enclosures or occupied by buildings partly on the above described property; (d) all crops growing or to be grown on said property; (e) all water and water rights (whether or not appurtenant) and shares of stock pertaining to water or water rights; (f) all well sites, water distributing systems, irrigation systems, pumping plants, engines, machinery, pipes and ditches; (g) all appurtenances; (h) all fixtures, appliances, machines and equipment used in supplying heat, light, water, refrigeration, cooling or air conditioning, which have been or may hereafter be attached in any manner to any building now or hereafter on said property or to the said property; (i) all petroleum and hydrocarbon substances, and all oil and mineral rights in, on or appurtenant to said property; (j) all rents, issues and profits therefrom, which are hereby assigned to Beneficiary as additional security, reserving, however, to Trustor the right to collect when due and retain any of the same prior to any default hereunder.

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$ 757,700.00 with interest thereon according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof; (2) payment of such additional amounts as may be hereafter loaned by Beneficiary or its successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor, or any of them, and any present or future demands of any kind or nature which the Beneficiary or its successor may have against the Trustor, or any of them, and whether created directly, or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter, provided however, that this deed of trust shall not secure, unless Trustor and Beneficiary shall otherwise specifically agree in writing, any such additional amounts, other indebtedness or obligation or present or future demands, which are or may hereafter be "consumer credit" as defined in the Federal Truth in Lending Act and any regulations adopted pursuant thereto; (3) performance of each agreement of Trustor herein contained; and (4) payment of all sums to be made by Trustor pursuant to the terms hereof.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby that the provisions of Section A, paragraphs 1 to 7, inclusive, and Section B, paragraphs 1 to 14, inclusive, of the Fictitious Deed of Trust recorded as the document number or in the book (reel) and at the page (image) of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	DOCUMENT NO. BOOK (REEL)	PAGE (IMAGE)	COUNTY	DOCUMENT NO. BOOK (REEL)	PAGE (IMAGE)	COUNTY	DOCUMENT NO. BOOK (REEL)	PAGE (IMAGE)
Alameda	968	825	Marin	1717	56	San Mateo	4529	721
Alpine	15	110	Mariposa	85	506	Santa Barbara	81-29773	
Amador	122	117	Mendocino	635	405	Santa Clara	6156	648
Butte	1264	670	Merced	1621	482	Santa Cruz	1561	151
Calaveras	169	240	Modoc	281	25	Shasta	1826	59
Colusa	313	597	Mono	61	141	Sierra	35	196
Contra Costa	4433	66	Monterey	217	452	Siskiyou	922	383
Del Norte	257	648	Napa	680	838	Solano	1218	17
El Dorado	651	23	Nevada	341	287	Sonoma	1982	325
Fresno	4897	116	Orange	14148	1422	Stanislaus	878	434
Glenn	452	307	Placer	977	427	Sutter	628	156
Humboldt	1649	66	Plumas	353	486	Tahama	866	648
Imperial	388	682	Riverside	81-137396		Trinity	219	186
Inyo	198	770	Sacramento	4745	174	Tulare	2438	24
Kern	4660	470	San Benito	290	575	Tuolumne	162	77
Kings	987	381	San Bernardino	81-159911		Ventura	068724	
Lake	406	221	San Diego	81-229024		Yolo	724	539
Lassen	388	682	San Francisco	A-636	407	Yuba	376	87
Los Angeles	81-722172		San Joaquin	2723	109			
Madras	876	543	San Luis Obispo	1661	958			

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(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and properties set forth in this Deed of Trust.

TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to each Trustor at the following address: 2291 March Lane, Stockton, CA 95207

STATE OF CALIFORNIA  
COUNTY OF

ss.

SIGNATURE OF TRUSTOR  
GRUPE VENTURES INC.,  
A CALIFORNIA CORPORATION

On \_\_\_\_\_, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared

*John Dinkel*  
By: John Dinkel

known to me to be the person (s) whose name (s) are \_\_\_\_\_ subscribed to the within instrument and acknowledged that they executed the same.  
WITNESS my hand and official seal

69711

Initial Here

NOT RECORDED

(A) TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES.

(1) To keep all said property in good condition, maintenance and repair; not to remove or demolish any building thereon, nor to make any alterations without first having written consent of the Beneficiary; to restore promptly and in good workmanlike manner any building, improvement or fixture which may be damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with the provisions of all insurance policies covering said property and with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; 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 of or use of property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To complete promptly and in good and workmanlike manner any building or improvement which may be commenced or constructed on said property, and to pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property, Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding, (a) complete same in accordance with plans and specifications satisfactory to Beneficiary, (b) to allow Beneficiary to inspect said property at all times during construction, (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary, (d) to give notice of any defect or risk which may be discovered by registered mail, sent to his last known address, or by personal service of the same, (d) that work shall cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(3) To keep at all times during the continuation of this Trust the buildings and improvements now or hereafter erected on said property insured against loss or damage by fire and other risk or risks which in the opinion of Beneficiary should be insured against, under policies of insurance payable to Beneficiary and Trustor as their interests may appear, in form, amount and companies acceptable to Beneficiary, and upon demand of Beneficiary to deposit such policies, with premiums paid, as additional security, which delivery shall constitute an assignment by Trustor to Beneficiary of all rights thereunder, including return of premium; to give Beneficiary satisfactory evidence of renewal of policies with premiums paid at least thirty (30) days before expiration, and in default thereof, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand and is secured hereby. In no event and whether or not default hereunder has occurred shall Beneficiary, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form of legal sufficiency of insurance contracts, facts, events, losses or payment of losses by insurers, or Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In

(B) IT IS MUTUALLY AGREED

(1) CONDEMNATION. All compensation awards or damages in connection with any condemnation for public use of or injury to said property or any part thereof hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) ACCEPTANCE OF LATE PAYMENT—NON-WAIVER. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell for any unpaid balance of said indebtedness.

(3) ADDITIONAL SECURITY—OFFSET. If Beneficiary holds any additional security obligation secured hereby, Trustor hereby enforces the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any such indebtedness, any and all moneys, securities and other property which the Beneficiary may have in its possession or under its control, including without limiting the generality of the foregoing, the indebtedness evidenced by an investment certificate or any escrow or trust funds.

(4) CONSENT, ETC. Without affecting the liability of any person including Trustor, for the payment of any indebtedness secured hereby, or the lien of this Deed of Trust for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows: Beneficiary may from time to time and without notice (a) release any person liable for the payments, (b) enter and inspect the property subject or otherwise after the terms of payment of any of the indebtedness, (c) accept additional security thereof of any kind, including deeds of trust or mortgages, (d) substitute or release any property securing the indebtedness, Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the property, (b) join in granting any easement or creating any restriction thereon, (c) join in the execution of any instrument securing this Deed of Trust or the lien or charge thereon, (d) reconvey, without any warranty, all or any part of the property.

(5) RECONVEYANCE. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon recording of this Deed of Trust and a notice to Trustor for cancellation and retention, and upon payment of its fees, Trustor shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust 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". All reconveyances in whole or in part shall be at the sole cost of the grantee.

(6) RIGHT OF ENTRY. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to enter and inspect the property subject hereof 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 may 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 its own name, rent or lease said property and 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 any property for 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.

(7) DEFAULT. If (a) payment or performance of any note, indebtedness, liability or obligation secured hereby, or of any interest thereon be not made at the time or in the manner agreed, or (b) Trustor fails to perform any obligation hereunder, or (c) any change be made or suffered in Trustor's title to said property without the written consent of Beneficiary, or (d) the property or any part thereof be leased for mining purposes, or (e) said property be subject to abandonment proceedings, or (f) a financial statement given by Trustor be not true in any material respect or any essential financial information be withheld by Trustor, or (g) said property, or any part thereof, be attached or become subject to any other legal process and be not released therefrom within 90 days, or (h) Trustor becomes insolvent, makes an assignment for the benefit of creditors, be the subject of any bankruptcy, reorganization, arrangement, insolvency, re-

case of any loss, Beneficiary may, in its discretion, adjust, collect, receipt for, and compromise any claims, and any amount collected may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at Beneficiary's option the 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.

(4) To appear in and defend any action or proceeding purporting to affect the title to, or the rights or interests of Beneficiary or Trustor; and to pay all costs, fees 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.

(5) To pay: at least ten (10) days before delinquency, all taxes, special assessments, bond installments and any cost or penalty thereon affecting said property, including assessments on appurtenant water stock; when due, all encumbrances (including any debt secured by Deed of Trust) and all interest thereon which appear to be liens or charges upon said property or any part thereof prior to this Deed of Trust; all costs, fees and expenses of this Trust including cost of evidence of title and Trustee's fees, which amounts shall become due upon delivery to Trustee of declaration of default and demand for sale as hereinafter provided.

In the event of the present existence, or the passage after the date hereof, of any law taxing or imposing a tax on Beneficiary or the obligation secured by this Deed of Trust, or changing in any way the laws now in force for the taxation of mortgages or deeds of trust or debts secured thereby, then and in such event, Trustor agrees to reimburse promptly to Beneficiary or Trustee, any taxes so paid.

(6) 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: (a) 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 premises for the purposes, (b) commence, appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior thereto; (d) and in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

Any action taken by Trustee or Beneficiary under the provisions of this Deed of Trust shall be without prejudice to and not exclusive of any other right or remedy accruing to said Trustee or Beneficiary hereunder by reason of any default of Trustor. In the event of sale of said premises, Beneficiary shall have the right to demand immediate payment of the unpaid indebtedness and charges herein set forth.

(7) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure until repaid at the rate fixed in said note.

ceivership, liquidation or dissolution proceedings; then, the happening of any such event shall be an event of default hereunder, and in the event of any such default or any other default hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary, and without notice to or demand upon Trustor or any other party liable for said indebtedness or having any interest in said property. In the event of default, Beneficiary may execute or cause Trustee to execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligations hereof, and may cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated, or may exercise any other rights or remedies conferred upon Beneficiary by this Deed of Trust or under the laws of the State of California then in effect, including, without limitation, the right to bring suit to foreclose this Deed of Trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage and with the right, in such suit, to a reasonable sum to be fixed by the Court as attorney's fees expended in the prosecution of such action. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative.

(8) SALE. Notice of sale having been given as then required by law and not later than the time then required by law having elapsed after recording of such notice, Trustor, Trustee or Beneficiary, at the time fixed by said notice of sale, either as a whole or in separate parcels and in such order as it may determine, 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 such preceding postponement. Trustee shall deliver to the 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 and reasonable attorney's fees in connection with said sale, Trustor shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid with accrued interest at seven per cent per annum, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) RESCISSION OF NOTICE. Beneficiary may rescind any such notice of default and of election to sell before Trustee's sale by executing a notice of rescission and recording the same. The recording of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness effected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the property to be sold, nor otherwise affect the note or Deed of Trust or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(10) SUBSTITUTION OF TRUSTEE. Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by it and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, Trustee herein shall be discharged and trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee hereof.

(11) TRUSTEE'S ACCEPTANCE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged as made a public record, is filed and 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.

(12) BENEFICIARY STATEMENT. For any statement regarding the obligation secured hereby, furnished by Beneficiary pursuant to Section 2943 of the California Civil Code, or any other provision of law, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

(13) WIFE'S PRIORITY. Recourse may be had against the separate property of any Trustor who is a married woman, for all indebtedness or liability to Beneficiary secured hereunder.

(14) GENERAL PROVISIONS. 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, pro term. Beneficiary shall mean the holder and owner including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. Whenever the context so requires, any gender includes the other two genders, the singular number includes the plural, and the plural number includes the singular.

(Corporation)

**TITLE INSURANCE AND TRUST**

ATICOR COMPANY

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN } SS.

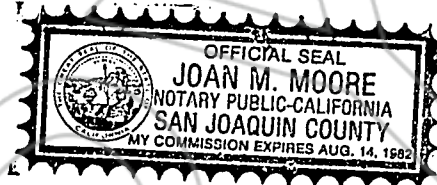
On July 23, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN S. DINKEL known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_

known to me to be \_\_\_\_\_ Secretary of the corporation that executed the within Instrument, 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

*Joan M. Moore*



(This area for official notarial seal)

STAPLE HERE

REQUESTED BY  
**TITLE INSURANCE & TRUST CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 6.00 fee  
1982 JUL 28 AM 9:19

SUZANNE BEAUDIN  
RECORDER

*Suzanne Beaudin*  
dep.

69711  
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