

DEED OF TRUST

THIS DEED OF TRUST, made this 19 day of August, 1982, by and between ALLEN CHARLES SEWELL, a single man, TRUSTOR, and COMSTOCK TITLE COMPANY, a Nevada corporation, TRUSTEE for BANK OF BRITISH COLUMBIA, BENEFICIARY,

WITNESSETH:

That TRUSTOR does hereby grant, bargain, sell, convey and confirm unto TRUSTEE, in trust with power of sale, all that certain property situate in the State of Nevada, County of Douglas, and more particularly described in Exhibit "A" attached hereto and incorporated herein.

AND ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said TRUSTOR now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and 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.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, for the purpose of securing payment of an indebtedness in the sum of \$300,000.00 (U.S.), evidenced by a series of Promissory Notes, with interest thereon, according to the terms of said Notes, which Note by reference are hereby made a part hereof, executed by TRUSTOR and delivered to BENEFICIARY, and payable to the order of BENEFICIARY, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon, hereafter loaned by the BENEFICIARY to TRUSTOR when evidenced by the Promissory Note or Notes of TRUSTOR, payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either TRUSTEE or BENEFICIARY, and the performance and discharge of each and every obligation, covenant and agreement of TRUSTOR herein contained or herein adopted by reference.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: TRUSTOR promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: TRUSTOR covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada,

and as may be approved by BENEFICIARY, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to BENEFICIARY in the amount of the unsatisfied obligation to BENEFICIARY hereby secured, and to deliver the policy to BENEFICIARY or to the collection agent of BENEFICIARY, and in default thereof, BENEFICIARY may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as BENEFICIARY shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 23%), 5, 6, 7 (counsel fees: reasonable), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust by reference.

FOURTH: TRUSTOR agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, legal representatives, successors and assigns of each of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: TRUSTOR hereby assigns to TRUSTEE any and all rents of the above-described premises accruing after default and hereby authorize TRUSTEE, or a receiver to be appointed on application of TRUSTEE or BENEFICIARY, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of BENEFICIARY. At any TRUSTEE's Sale held hereunder, TRUSTEE shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for BENEFICIARY or other absent persons.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by TRUSTOR.

NINTH: Should the above-described premises be sold, conveyed, contracted for sale, transferred, or should the interest of the then owner be divested in any manner whatsoever, then, and in that event, the unpaid balance of principal and interest due in said Promissory Note shall forthwith become due and payable, although the time of maturity as expressed in said Promissory Note shall not have arrived.

TENTH: The lien of this Deed of Trust is subordinate and inferior to the lien of a certain Deed of Trust (the "Senior Deed of Trust") in favor of CHASE NATIONAL, INC., a California corporation, as BENEFICIARY, encumbering the above-described premises, and recorded in the office of the County Recorder of Douglas County, Nevada, on June 19, 1981, as Document No. 57487, and securing the payment of a certain Promissory Note (the "Senior Note") of even date therewith in the original principal amount of TWO HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$247,500.00); the beneficial interest under which said Deed of Trust was assigned to WELLS FARGO BANK, N.A., a National Banking Association by a document recorded on July 15, 1981, in Book 781, on Page No. 892 as Series No. 58206.

ELEVENTH: TRUSTOR shall pay each installment of indebtedness due under the Senior Note and the Senior Deed of Trust on or before the due date as expressed in said Senior Note. In the event TRUSTOR shall fail to pay any installment of indebtedness due under the Senior Note or the Senior Deed of Trust when due, BENEFICIARY shall have the right (but shall not be obligated) to make any such payment direct to the holder of the Senior Note and any sum so advanced by BENEFICIARY shall bear interest at the rate of 18% per annum from the date of advancement until paid, shall be immediately due and payable to TRUSTOR by BENEFICIARY, and shall be and become a part of the indebtedness secured hereby.


TWELFTH: The occurrence of an event of default under the Senior Note or the Senior Deed of Trust shall constitute an "event of default" hereunder; and upon the occurrence of any such event of default, BENEFICIARY may pay any sum which may be in default under the Senior Note or Senior Deed of Trust or advance any sum for the purpose of curing any default thereunder, and any sum so paid or advanced by BENEFICIARY, together with interest thereon at the rate of 18% per annum from the date of advancement until paid, shall be immediately due and payable by TRUSTOR to BENEFICIARY and shall become a part of the indebtedness secured hereby. The rights and remedies of BENEFICIARY under this Paragraph shall be accumulative of all of the other rights and remedies of BENEFICIARY under law and under this Deed of Trust.

THIRTEENTH: The occurrence of any renewal, extension, restructuring or refinancing of the indebtedness evidenced by the Senior Note or any amendment to, or modification of, the Senior Note or the Senior Deed of Trust, without the prior written consent of the BENEFICIARY, shall constitute an "event of default" hereunder and shall entitle the BENEFICIARY to declare the entire indebtedness secured hereby to be immediately due and payable.

  
ALLEN CHARLES SEWELL

STATE OF NEVADA )  
                          : ss.  
COUNTY OF WASHOE )

On this 19<sup>th</sup> day of August, 1982, personally appeared before me, a Notary Public, ALLEN CHARLES SEWELL, who acknowledged to me that he executed the above instrument.

  
NOTARY PUBLIC

**JOYCE V. GRANDISON**  
NOTARY PUBLIC  
205 - 698 SEYMOUR STREET  
VANCOUVER, B.C. V6B 3K6  
669-8185

**SEAL**

**COPIES**

Canada )  
Province of British )  
Columbia )  
City of Vancouver ) S.S.  
Consulate General of the )  
United States of America )

I, Raymond E. Clore, Vice Consul of the United States  
of America at Vancouver in the Province of British Columbia, duly  
commissioned and qualified, do hereby certify that

-----JOYCE V. GRANDISON-----

before whom the annexed -----document-----  
has been executed, was at the time he signed the annexed certificate,  
a NOTARY PUBLIC at Vancouver  
in the Province of British Columbia, Canada.

IN WITNESS WHEREOF I have here unto  
set my hand and affixed the Seal of  
the Consulate General at Vancouver,  
this 29th day of Sept., 1982.

  
Raymond E. Clore,  
Vice Consul of the United States of America

SEAL

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LIBER 1082 PAGE 1088

Canada )  
Province of British )  
Columbia )  
City of Vancouver ) S.S.  
Consulate General of the )  
United States of America )

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\_\_\_\_\_  
Raymond E. Clore,  
Vice Consul of the United States of America

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LIBER 1082 PAGE 1087

EXHIBIT "A"

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

PARCEL NO. 1:

Lot 102, as shown on the official plat of "PINEWILD UNIT NO. 2, A CONDOMINIUM", filed for record in the office of the County Recorder, Douglas County, Nevada, on October 23, 1973 as Document No. 69660.

APN # 05-212-51

PARCEL NO. 2:

The exclusive right to use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3:

An undivided interest as tenants in common as such interest is set forth in Book 377, at Page 417 thru 421, of the real property described on the subdivision map referred to in Parcel No. 1 above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of PINEWILD, A CONDOMINIUM project, recorded March 11, 1974, in Book 374 of Official Records at Page 193, and Supplement to Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, a Condominium Project, recorded March 9, 1977 in Book 377 of Official Records at Page 411, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1 above, and excepting non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

PARCEL NO. 4:

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions and Restrictions of PINEWILD, more particularly described in the description of Parcel No. 3 above.

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LIBER 1082 PAGE 1088

EXHIBIT "A"

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

PARCEL NO. 1:

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PARCEL NO. 4:

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions and Restrictions of PINEWILD, more particularly described in the description of Parcel No. 3 above.

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REQUEST FOR NOTICE UNDER NRS 107.090

IN ACCORDANCE with Chapter 107 of NRS, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that certain Deed of Trust recorded June 19, 1981, as Document No. 57487, in Book No. 681 at Page 1758, Official Records, Douglas County, Nevada, and describing the land therein as more particularly described in Exhibit "A" attached hereto and incorporated herein; executed by ALLEN CHARLES SEWELL, a single man, as Trustor, in which CHASE NATIONAL, INC., a California corporation is named as Beneficiary and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation as Trustee; the beneficial interest under which said Deed of Trust was assigned to WELLS FARGO BANK, N.C., a National Banking Association, by a document recorded on July 15, 1981, in Book 781, on Page No. 982, as Series No. 58206, be mailed to THE BANK OF BRITISH COLUMBIA, c/o McLean, Hungerford & Simon, Eighteenth Floor, Two Bentall Centre, 555 Burrard Street, Vancouver, B.C., Canada V7X 1J8.

DATED this 29 day of SEPTEMBER, 1982.

CORPORATE SEAL OF  
THE BANK OF BRITISH COLUMBIA  
WAS AFFIXED IN THE PRESENCE  
OF:

By [Signature]  
PHILIP DESMOND PEAKE MANAGER, CREDIT  
Title:

[Signature]  
LAWRENCE EDWARD SWAYKOSKI MANAGER, CREDIT  
Title:

[Signature] Asst. Vice President  
Calvin M.J. Quong

SEAL

CALVIN M.J. QUONG )  
PHILIP DESMOND PEAKE )  
: ss:  
LAWRENCE EDWARD SWAYKOSKI )

On this 29th day of September, 1982, personally appeared before me, a Notary Public, for British Columbia, known to me to be the Authorized Signator ~~of~~ Bank of British Columbia, who acknowledged to me that they executed the above instrument.

[Signature]  
NOTARY PUBLIC

SEAL

RALPH D. McRAE

A Notary Public in and for  
the Province of British Columbia

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Canada )  
Province of British )  
Columbia )  
City of Vancouver ) S.S.  
Consulate General of the )  
United States of America )

I, Raymond E. Clore, Vice Consul of the United States  
of America at Vancouver in the Province of British Columbia, duly  
commissioned and qualified, do hereby certify that

-----RALPH D. MC RAE-----

before whom the annexed -----document-----

has been executed, was at the time he signed the annexed certificate,  
a NOTARY PUBLIC at Vancouver  
in the Province of British Columbia, Canada.

IN WITNESS WHEREOF I have here unto  
set my hand and affixed the Seal of  
the Consulate General at Vancouver,  
this 29th day of Sept., 1982.

SEAL

  
Raymond E. Clore,  
Vice Consul of the United States of America

REQUESTED BY

*Durand, Sullivan & Brennan*

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*13.00 per*

1982 OCT 20 AM 9:59

THIS DOCUMENT CONSISTS OF 9 PAGES.

SUZANNE BEAUDREAU  
RECORDER

*Christina Hart*  
*dep*

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