

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of December 1982, between

JAMES F. FERNHOFF, an unmarried man, herein called TRUSTOR, whose address is P.O. Box 10989, Zephyr Cove, Nevada 89448 (number and address) (city) (state) (zip) and DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and THE MARKET PLACE, INC., a Nevada 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RELEASE CLAUSE: Upon the recordation of a Parcel Map dividing this real property into 4 parcels of land, the beneficiary shall cause a PARTIAL RECONVEYANCE to be recorded on one of the parcels selected by the Trustor.

DUE ON SALE CLAUSE: If the trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable in full

Handwritten initials 'GF' in a circle.

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 \$ 32,000.00 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 herein; (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:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their associated document numbers.

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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 hereinbefore set forth.

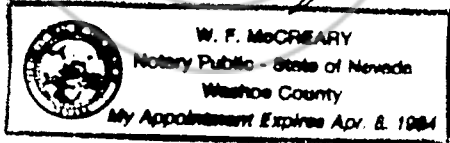
STATE OF NEVADA } COUNTY OF Douglas } ss. On December 14, 1982 personally appeared before me, a Notary Public,

Handwritten signature of James F. Fernhoff over a printed name line.

James F. Fernhoff

who acknowledged that he executed the above instrument.

Signature of Notary Public W. F. McCreary.



ORDER NO. } ESCROW NO. } 6342

WHEN RECORDED MAIL TO:

The Market Place, Inc. P.O. Box 791 Zephyr Cove, Nv 89448

FOR RECORDER'S USE LIBER 74095 1282 PAGE 1079

EXHIBIT "A"  
LEGAL DESCRIPTION

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

All that parcel of land situate between the East Right of Way line of Forest Highway, Douglas County, Route 3, Section E 2 and the East Boundary Line of Section 34, Township 14 North, Range 18 East, M.D.B. & M., designated as Block "L" on State of Nevada, Department of Highways Right of Way map, and more particularly described by metes and bounds, as follows, to wit:

Beginning at a point from which the 1/4 corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.B. & M., bears North  $0^{\circ}30'54''$  a distance of 686 feet, thence North  $89^{\circ}44'15''$  West a distance 978.33 feet to a point on the East Boundary Line of the Forest Highway, Douglas County, Route 3, Section #2, thence South  $5^{\circ}01'$  West, along said boundary line a distance of 122.26 feet, thence along said East boundary line through an arc of a 740 foot radius curve to the right through an angle of  $6^{\circ}35'02''$  a distance of 85.03 feet, thence South  $89^{\circ}44'15''$  East a distance of 999.46 feet, thence North  $0^{\circ}30'54''$  a distance of 206.022 feet to the point of beginning.

Assessment Parcel No. 03-150-12-5

Together with appurtenant easements for utility purposes and ingress and egress, as described in that Grant of Easement, recorded May 12, 1978, in Book 578 of Official Records, at page 891, Douglas County, Nevada.

REQUESTED BY  
**DOUGLAS COUNTY TITLE**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*S. Co. pd.*  
1982 DEC 17 PM 12:15

SUZANNE BEAUDREAU  
RECORDER

*Carol J. Elhart* 74095  
*Dep.* LIBER 1282 PAGE 1080