

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 12th day of March, 1984, between

GROUP II LAND DEVELOPMENT OF NEVADA, INC., a Nevada corporation, herein called TRUSTOR, whose address is 1106 San Ysidro Drive, Beverly Hills, California 90212 (number and street) (city) (zone) (state)

Ticor Title Insurance Company, a California corporation, herein called TRUSTEE, and

CROCKER NATIONAL BANK, a national banking association, 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 206 as shown on the map of Skyland/No. 3, filed in the office of the County Recorder of Douglas County, Nevada, on February 24, 1960, as Document No. 15653-3

[Streed address: 106 Ponderosa Drive, Zephyr Cove, Nevada]

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 400,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon. \*\* Leslie Charles Bricusse & Yvonne Bricusse

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the master form deed of trust recorded April 6, 1977 in the Book and at the page, or document No. of Official Records and Real Estate 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:

Table with 12 columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their corresponding document and recording information.

(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 he 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 parties set forth in this Deed of Trust. See Third Party Agreement attached hereto for additional terms and conditions.

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.

STATE OF NEVADA, COUNTY OF ... On ... personally appeared before me, a Notary Public, GROUP II LAND DEVELOPMENT OF NEVADA, INC. a Nevada corporation

By: Perry Lerner Title: Pres. By: Ginger Mason Title: Ginger Mason

Signature (Notary Public)

Title Order No. Escrow or Loan No. SPACE BELOW THIS LINE FOR RECORDER'S USE

Notarial Seal

THIS FORM COMPLIMENTS OF

TICOR TITLE INSURANCE COMPANY WHEN RECORDED MAIL TO

NAME CROCKER NATIONAL BANK STREET ADDRESS 333 South Grand Avenue CITY & STATE Los Angeles, CA 90071 Attn: Napoleon Nobay

098624 384 PAGE 2087

For valuable consideration, and in connection with the extension of credit by CROCKER NATIONAL BANK ("Bank") to Leslie Charles Bricusse and Yvonne Bricusse ("Borrower"),

Bank and the undersigned, jointly and severally, agree as follows:

1. As used herein, the term

(a) "Deed of Trust" shall be deemed to refer to that certain deed of trust dated March 12, 19 84, executed by Group. II Land Development of Nevada, Inc., a Nevada corporation

a copy of which is attached hereto and hereby incorporated by reference herein,

(b) "Obligations" shall be deemed to refer to any and all indebtedness and obligations secured by the Deed of Trust,

(c) "Collateral" shall be deemed to refer to any and all security for the Obligations under the Deed of Trust in which the undersigned now or hereafter has any right, title or interest,

(d) "Borrower" if there is more than one Borrower, shall be deemed to refer to each and all of them.

2. The undersigned agrees to the retention by Bank of a lien upon the Collateral to secure payment and performance of the Obligations on the terms and conditions set forth herein and in the Deed of Trust. Bank agrees that the undersigned shall not be personally liable for payment of any of the Obligations referred to in the Deed of Trust evidenced by a note or loan agreement unless signed by the undersigned.

3. From time to time, without notice or demand and without affecting or impairing in any way any right of Bank or obligation of the undersigned, Bank may (a) renew, extend, accelerate, compromise or change the interest rate or other terms of the Obligations, and (b) accept, waive and release other security (including guaranties) for the Obligations.

4. The undersigned waives any right to require Bank to proceed against Borrower or any other person, proceed against or exhaust any security for the Obligations or pursue any other remedy in Bank's power whatsoever. The undersigned also waives (a) any defense or right against Bank arising out of any disability or other defense or cessation of liability of Borrower for any reason other than full payment, (b) any defense or right against Bank arising out of its foreclosure upon the Collateral, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right of the undersigned against Borrower, (c) all presentments, diligence, protests, demands and notices of any kind, (d) until payment in full of the Obligations, any right of subrogation or the benefit of any security for the Obligations, and (e) the benefit of any statute of limitations to the extent permitted by law. Any part payment by Borrower or other circumstances that operate to toll any statutes of limitations as to Borrower shall operate to toll such statute as to the undersigned.

5. This Agreement shall inure to the benefit of Bank, its successor and assigns and shall be construed in accordance with and governed by the laws of California.

Dated March 12, 19 84.

CROCKER NATIONAL BANK

By [Signature]

GROUP II LAND DEVELOPMENT OF NEVADA, INC.  
a Nevada corporation

BY: [Signature]

TITLE: Pres.

BY: [Signature]

TITLE: Secretary 098624

