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Recorded at the request of, and
When recorded, return to

JONES, JONES, CLOSE & BROWN
700 Valley Bank Plaza
300 South Fourth Street
Las Vegas, Nevada 89101-6064
Attention: Michael E. Buckley

Nevada Title Escrow No. 84-06-193 RU

DEED OF TRUST, ASSIGNMENTS OF RENTS,
AND SECURITY AGREEMENT

(DOUGLAS COUNTY, NEVADA)

DATE: June 25, 1984

PARTIES: Trustor: Bank Building, Inc.,
a Nevada corporation

Trustor's Address: P.O. Box 15425
Las Vegas, Nevada 89114

Trustee: Nevada Title Company

Trustee's Address: 333 Rancho Drive, Suite 200
Las Vegas, Nevada 89106

Beneficiary: First Security Bank of Utah, N.A.,
a national banking association

Beneficiary's Address: P.O. Box 30011
79 South Main Street
Salt Lake City, Utah 84130

W I T N E S S E T H:

That Trustor hereby grants, transfers and assigns to Trustee, its successors and assigns, in trust pursuant to this document and Nevada law, with power of sale, that property in the State of Nevada, more particularly described in Exhibits "A-1" through "A-32", inclusive, attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights-of-way, easements, privileges and appurte-

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nances thereunto belonging, or in anywise appertaining (all as part of the premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, damages, royalties, revenue and benefits therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements, fixtures and equipment (whether or not annexed thereto) now or hereafter used in connection therewith including, without in any manner limiting the generality of the foregoing, all safes, bank equipment and teller stands, machinery, materials, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel, refrigeration, for ventilating, cooling or sanitary purposes, for the exclusion of vermin or insects and for the removal of dust, refuse or garbage, all wall safes, engines, machinery, boilers, furnaces, oil burners, coolers, refrigeration plants, motors, cabinets, shelving, lockers, partitions, doors, vaults, elevators, sprinkling systems, irrigating systems, awnings, window shades, venetian blinds, light fixtures, fire hose, fire brackets, fire boxes, fire sprinklers, alarm systems, drapery rods, brackets, screens, floor tile, linoleum, carpets, plumbing, water systems and power systems, incinerators, communication systems, appliances, built-in furniture and bars, walk-in refrigerator boxes, deep freeze cabinets, steam tables, dishwashers, bake ovens, set-up tables, kitchen ranges and any and all other heavy kitchen equipment installations, and all other and further installations and appliances on the above described real property, all of said items, whether now or hereafter located thereon, being hereby

declared to be for all purposes of this instrument a part of the realty; and (iii) all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with said property.

All property granted, transferred and assigned to Trustee hereunder is hereinafter referred to as the "Trust Property", and Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the real property hereby conveyed; Trustor warrants that the title to all property conveyed by this Deed of Trust is not subject to any liens or encumbrances other than those approved in writing by Beneficiary (collectively, the "Permitted Encumbrances"), and Trustor shall forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever, other than the Permitted Exceptions and those matters consented to in writing by Beneficiary. Trustor agrees that any greater title to the Trust Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

FOR THE PURPOSE OF SECURING:

One: Payment of the indebtedness evidenced by a promissory note (and any renewals or extensions or modifications thereof), of even date herewith, in the principal sum of THIRTY-FIVE MILLION and no/100 DOLLARS (\$35,000,000.00) (collectively, the "Note"), executed by Trustor together with interest thereon as provided in the Note.

Two: Payment of further advances, and interest thereon, which may be made by Beneficiary as provided herein.

Three: Payment of all moneys herein agreed or provided to be paid by Trustor.

Four: Performance of each agreement of Trustor herein contained or contained in any other document or instrument given by Trustor to secure the indebtedness represented by the Note, including without limitation those certain Assignments of Rents and Leases of even date herewith between Trustor and Beneficiary.

TRUSTOR AGREES:

1. Subject to the provisions of Paragraph G of the General Provisions, to pay: (a) before delinquent, all taxes and assessments of every type or nature affecting the Trust Property; (b) all other adverse claims, liens, charges, and encumbrances which now are or shall hereafter be or appear to be a lien on the Trust Property prior to the lien of this Deed of Trust; (c) all taxes upon this Deed of Trust or the interest of Beneficiary herein, or upon the Note or debt secured hereby. In the event of the enactment of any law imposing payment of all or any of the taxes aforesaid upon Beneficiary, or upon the rendering by any court of a decision that the undertaking by Trustor, as herein provided, to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of Beneficiary, become immediately due and collectible, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

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2. (a) To provide and maintain policies of fire and extended coverage insurance on the Trust Property in an amount not less than the lesser of the full replacement cost from time to time of the improvements, fixtures, and equipment comprising part of the Trust Property or the release prices described in Exhibit C. Trustor will also provide public liability and property damage insurance with a single combined liability limit per occurrence of \$500,000 plus umbrella excess liability coverage of \$20,000,000.00. All such policies shall be with companies or associations of companies from time to time approved by Beneficiary (which approval shall not be unreasonably withheld), shall contain standard mortgagee clauses endorsed thereon making losses payable to Beneficiary, and shall otherwise be in form and substance satisfactory to Beneficiary. Trustor shall not permit any condition to exist that would wholly or partially invalidate any such insurance. Trustor shall assign and deliver any and all policies of insurance to Beneficiary or shall provide Beneficiary with certificates of such insurance coverage that shall be irrevocable without ten (10) days' prior notice to Beneficiary and not subject to modification without Beneficiary's prior written approval. At least fifteen (15) days before expiration of such policies, Trustor shall deliver to Beneficiary renewals thereof, or renewal certificates therefor with evidence of premiums paid. In the event of loss, Trustor shall give immediate notice by mail to Beneficiary, and Beneficiary may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for any losses in excess of \$100,000 to Trustor and Beneficiary

jointly, subject to the provisions of paragraph 2(b), and such insurance proceeds or any part thereof may be applied by Beneficiary at its option to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of said indebtedness (in the inverse order of maturity), the payment of any other obligation hereby secured, or the restoration or repair of the Trust Property. If Beneficiary applies such insurance proceeds to the reduction of the principal amount of said indebtedness, Trustor may at its option and upon thirty (30) days' notice to Beneficiary, within three (3) months of such reduction, prepay the total unpaid indebtedness without prepayment penalty. In the event of sale of the Trust Property under the power of sale herein granted to Trustee, or foreclosure of this Deed of Trust as a mortgage, or in the event Beneficiary or a receiver appointed by the court shall take possession of the Trust Property without sale, all right, title and interest of Trustor in and to all transferable insurance policies then in force and any unearned premiums paid thereon shall inure to the benefit of and pass to the Beneficiary in possession, receiver or purchaser at such sale, as the case may be, and Beneficiary is hereby appointed attorney-in-fact for Trustor to assign and transfer said policies.

(b) Upon thirty (30) days written notice to Beneficiary following the occurrence of any loss, damage or destruction to all or any portion of the Trust Property (for purposes of this paragraph a "Loss"), and provided that (1) no Event of Default exists at the time of a Loss, or at the time Trustor seeks the benefit of this paragraph, (2) Trustor has the

ability to restore the Trust Property as provided herein, and to pay for the complete costs of such restoration (less available insurance proceeds), and (3) a Loss shall not in any manner affect Beneficiary's right to payment under the Note, then Beneficiary agrees that, notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall have the right to the use and benefit of any insurance proceeds payable on account of or in connection with any Loss, for the purpose of the restoration of the Trust Property in the following manner and upon the following terms and conditions:

(i) If the insurance proceeds resulting from any loss, damage or destruction of the Trust Property are made available to Trustor under the provisions hereof, then upon the occurrence of a Loss, Trustor shall immediately and in any event within ninety (90) days following such Loss commence the restoration of the Trust Property to as good and substantially the same condition as such property was prior to such Loss and, upon commencement thereof, shall diligently prosecute the same to completion.

(ii) Such insurance proceeds shall be paid over to Beneficiary, or its designee, as depository for the disbursement thereof as provided herein. In the event such proceeds are to be used to restore the Trust Property, such proceeds shall be placed in an interest bearing account (of such type as Trustor may in its discretion elect, and which interest shall inure to the benefit of Trustor), pending disbursement of such proceeds, in which account Trustor hereby grants to Beneficiary a security interest.

(iii) The manner of disbursement by the depository of such insurance proceeds shall be by written request of Trustor, not more than once a month, and subject to the condition that no Event of Default be continuing hereunder, and, further, that the restoration work and the performance thereof shall be subject to and performed in accordance with the following provisions:

(A) Such work and the performance thereof shall be conducted in a first-class, workmanlike manner;

(C) The restoration work (which may be the construction of additional or different improvements) shall be made according to plans and specifications thereof, which shall be first submitted to and approved in writing by Beneficiary, which approval shall not be unreasonably withheld;

(C) Before the commencement of any such work, the plans and specifications therefor shall be filed with and approved by all governmental authorities having jurisdiction and all necessary licenses, permits and/or authorizations from all governmental authorities shall have been obtained, and all such work shall be done subject to and in accordance with all applicable legal requirements; and

(D) Before commencement of such work, Trustor provide Beneficiary with appropriate policies in reasonable amounts of builder's risk insurance.

3. To keep the Trust Property in good condition and repair, and not to commit or permit waste thereof; to keep all

buildings or improvements comprising part of the Trust Property free of termites, dry rot, fungus, beetles and all other harmful or destructive insects; to keep all plants, trees and shrubs comprising part of the Trust Property neatly pruned and in good condition; and to keep the Trust Property free of rubbish and other unsightly or unhealthful conditions. Beneficiary or Trustee, or both, may, at any time or from time to time and without notice to Trustor, enter and inspect or protect the Trust Property, in person or by a representative, in such manner and to such extent as it may deem necessary.

4. To promptly complete any improvements that may be commenced in a good and workmanlike manner, and in conformity with plans and specifications approved by Beneficiary, and Trustor shall, with reasonable diligence, repair and restore any portions of the Trust Property that may be damaged or destroyed, whether insurance against the cause of such damage or destruction is collected or not, unless Trustor elects, with Beneficiary's consent (which shall not be unreasonably withheld) not to restore such improvements or erect different improvements thereon. Subject to the provisions of paragraph G of the General Provisions, Trustor shall pay when due all claims for work performed or materials furnished, or both, on or in connection with the Trust Property or any part thereof, and shall pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's or materialman's charges, liens, claims of liens, or encumbrances upon the Trust Property.

5. That, upon written request by Beneficiary, Trustor will appear in and prosecute or defend any action or proceeding

that may affect the priority of this Deed of Trust or the security of the Beneficiary hereunder or the Trust Property and will pay all reasonable costs, expenses (including the cost of searching title), and attorneys' fees incurred in such action or proceeding. Upon reasonable notice to Trustor (which notice shall be not less than three days), Beneficiary may, at its option, appear in and defend any action or proceeding purporting to affect the priority of this Deed of Trust or the Trust Property or the rights or powers of Beneficiary. Beneficiary may, at its option, but shall have no obligation so to do, pay, purchase, contest or compromise any adverse claim, encumbrance, charge or lien (other than a Permitted Exception), that in the reasonable judgment of Beneficiary appears to be prior or superior to the lien of this Deed of Trust. All amounts paid, suffered or incurred by Beneficiary in exercising the authority herein granted, including reasonable attorneys' fees, shall be payments made pursuant to Paragraph 8 below.

6. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Trust Property, and not to suffer or permit any act to be done in or upon the Trust Property in violation thereof.

7. That, if Trustor fails to do so, Beneficiary, upon reasonable notice to Trustor (which shall not be less than three days) and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions of this Deed of Trust and incur and pay expenses in connection therewith.

8. To pay to Trustee and Beneficiary, respectively, promptly upon demand, all sums of money which they shall respectively pay pursuant to any of the provisions of this Deed of Trust, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate provided in the Note.

9. That Trustor shall be in default hereunder if any of the following shall occur (each of which shall constitute an "Event of Default"):

(a) Failure to pay any indebtedness secured hereby within fifteen (15) calendar days of the date such payment is due;

(b) Any material failure in performance of any agreement in this Deed of Trust, any loan agreement or any other instrument or security agreement executed and delivered by Trustor in connection with the indebtedness secured by this Deed of Trust and such failure such continue after thirty (30) days written notice to Trustor specifying the nature of such default;

(c) Upon the filing of an involuntary petition under the federal bankruptcy code or any other national or state bankruptcy or insolvency statutes, as now in effect or as hereafter amended, against Trustor, or if Trustor shall allow the appointment of a receiver, trustee, conservator, or liquidator of all or any part of the Trust Property, or if any of the Trust Property be levied upon by virtue of any execution, attachment, tax levy, or other writ, or if liens be filed against the Trust Property which involuntary

petition, appointment, levy, or filing, as the case may be, shall not be released, stayed, bonded or insured against in favor of Beneficiary, satisfied or vacated within sixty (60) days after the occurrence thereof;

(d) Upon the abandonment of all or any material part of the Trust Property;

(e) Upon the material breach of any warranty, representation or certification given in connection herewith after thirty (30) days written notice of such breach; or

(f) Upon the filing of a petition under Title 11 of the United States Code or any other national or state bankruptcy or insolvency statutes, as now in effect or as hereafter amended, by Trustor or if Trustor shall make an assignment for the benefit of its creditors or admit in writing its inability to pay its debts as they become due.

Upon the occurrence of an Event of Default, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee and Trustor of written notice thereof, setting forth the nature thereof, which notice may contain an election to cause the Trust Property to be sold under this Deed of Trust. Notice of acceleration to Trustor shall not be required. If Beneficiary elects to cause the sale of the Trust Property, Beneficiary shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby. Trustee shall record and give such notices of breach and election to sell by trustee's sale in the manner required by law, and after the lapse of time such as then may be required by law, Trustee, without notice to Trustor, under the

power of sale contained herein, shall sell the Trust Property at the time and place fixed by it in the notice of trustee's sale, in separate parcels and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Trust Property by public declaration at such time and place of sale, and from time to time thereafter may postpone such sale by public declaration at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Trust 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 may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including costs to insure or obtain evidence of title in connection with such 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 rate provided in the Note; all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

That Trustee accepts this Trust when this Deed of Trust, 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 and relating to the Trust Property.

That in lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

10. That all of the existing and future rents, leases, issues and profits of the Trust Property or any part thereof, and rights of Trustor against guarantors thereof, are hereby assigned to Beneficiary. When requested by Beneficiary from time to time, and within such time as Beneficiary may reasonably require, Trustor shall execute, deliver, and record, and shall cause any lessee, tenant, or occupant (hereinafter referred to as a tenant) of Trustor designated by Beneficiary to execute, deliver, and record separate lease assignments covering any or all of the leases that may affect any part or all of the Trust Property. Such separate lease assignments shall be in such form and contain such provisions as Beneficiary may in its reasonable discretion require. Beneficiary may require any such tenant to subordinate the tenant's rights to the lien of this Deed of Trust, provided, that, as a condition thereof Beneficiary shall be required to give nondisturbance or similar commitments to such tenants. Whether or not separate lease assignments are required by Beneficiary, Trustor hereby authorizes and directs the tenants of the Trust Property that, upon written notice from Beneficiary, all

payments required under said leases, or in any way respecting same, shall be made directly to Beneficiary as they become due. Trustor hereby relieves said tenants from any liability to Trustor by reason of said payments being made to Beneficiary. Nevertheless, until Beneficiary notifies the tenants in writing to make such payments to Beneficiary, Trustor shall be entitled to collect all such rents and/or payments. Beneficiary is hereby authorized to give such notification upon the occurrence of an Event of Default hereunder.

11. That upon the occurrence of an Event of Default, subject to the provisions of NRS 107.100, Beneficiary shall be entitled either by its agents, attorneys, employees, or by a receiver to be appointed by a court, to enter upon and take possession of the Trust Property or any part thereof, and Trustor shall upon demand peaceably surrender possession thereof to Beneficiary or the receiver. Beneficiary, in its name and/or in the name of Trustor, may operate and maintain all or any portion of the Trust Property to such extent as Beneficiary deems advisable, and Trustor agrees that Beneficiary shall be entitled to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value of the Trust Property, and to sue for and otherwise collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter, and may rent or lease the Trust Property or any portion thereof to such person or persons and for such periods of time and on such terms and conditions as Beneficiary in its sole discretion may determine. Trustor further agrees that Beneficiary may also take possession of, and use, any

and all personal property contained in the Trust Property or used by Trustor in the rental or leasing of the Trust Property or any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it to the payment of costs and expenses incurred in the operation of the Trust Property or to protect and preserve the security thereof, and then in the manner hereinabove specified in respect of proceeds of sale of the Trust Property, or any part or all of such moneys may be released by Beneficiary at its sole option. The expense (including reasonable receivers' fees, if any, and reasonable compensation to any agent appointed by Beneficiary, and reasonable counsel fees and costs and disbursements) incurred in taking possession and effecting collection or attempting to take possession and effect collection, shall be deemed an expense of this Deed of Trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the Trust Property nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Breach and Election to Sell hereunder or invalidate any act done pursuant to such Notice. In dealing with the Trust Property or any related personal property as a beneficiary in possession, Beneficiary shall be without any liability, charge or obligation therefor to Trustor other than for willful misconduct, and all net losses, costs and expenses incurred shall be advancements covered by Paragraph 8 hereof.

12. That all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of or for any damage to

the Trust Property or any part thereof and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary and any other lien holder. Beneficiary shall have the right to participate in any such proceedings, and Trustor shall not settle or otherwise resolve any such proceedings or execute or deliver any deed in lieu thereof without the prior written consent of Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement as Beneficiary may reasonably require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Any such monies shall be applied in the same manner and with the same effect as provided above in Paragraph 2 for the disposition of the proceeds of fire and other insurance. Neither the application nor the release of any such sums shall cure or waive any default or Notice of Breach and Election to Sell hereunder or invalidate any act done pursuant to such Notice. If Beneficiary applies such proceeds to the reduction of the principal amount of said indebtedness, Trustor may at its option and upon thirty (30) days' notice to Beneficiary, within three (3) months of such reduction, prepay the total unpaid indebtedness without prepayment penalty.

13. Without affecting the liability of Trustor for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after maturity of the Note, and without notice or consent:

(a) Release any guarantor or other person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Beneficiary may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Trust Property herein described.

14. As a further consideration for the indebtedness secured hereby and as additional security for the payment of the same and interest thereon and all other sums payable hereunder or under the terms of the Note, Trustor hereby grants to Beneficiary a security interest under the provisions of the Nevada Uniform Commercial Code in all portions of the Trust Property, which, despite the intent of the parties is deemed to be personal property governed by Article 9 of the Uniform Commercial Code, together with all other fixtures and tangible personal property, including, without limitation, furniture, furnishings, appliances, heating, ventilation and air conditioning equipment, and equipment of every nature whatsoever, located in, on, or used or intended to be used in connection with the Trust Property or any portion thereof, including all replacements thereof, additions

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thereto, and substitutions therefor; and for the purposes hereof, Trustor will from time to time make, do, execute, and acknowledge, or will cause from time to time to be made, done, executed, and acknowledged, as required from time to time, such instruments, financing statements and other assurances as may be required for the purpose of effectuating the intent hereof and for better assuring and confirming to Beneficiary, its successors and assigns, the security interest hereby created and a security interest in all property used in such connection as aforesaid. Trustor warrants that Trustor is the sole and absolute owner of all fixtures and tangible personal property (subject, however, with respect to tenant improvements, to the ownership rights of the existing tenant in possession, and excluding movable equipment) located on the premises or in the improvements thereon and used or intended for use in connection with the operation of the Trust Property. Upon the occurrence of an Event of Default, in addition to any other rights or remedies available hereunder, Beneficiary shall have all of the rights and remedies of a secured party under the Nevada Uniform Commercial Code. The filing of any financing statement relating to any of the foregoing property shall not be construed to affect the intention of the parties that such property shall, to the fullest extent permitted by law, be deemed a part of the real property.

15. Trustor shall have the right, at Trustor's cost, to obtain partial reconveyances (a "Partial Reconveyance") of this Deed of Trust with respect to all or any portion of the Trust Property if Trustor complies with the provisions of this paragraph, and if all of the following conditions precedent have

been, in Beneficiary's reasonable determination, satisfied: (a) no Event of Default shall have occurred and be continuing hereunder; (b) the execution, delivery and/or recordation of the Partial Reconveyance does not in any manner affect or impair the priority, validity or enforceability of the security for the Note, including without limitation this Deed of Trust, except for the release of the parcel for which the Partial Reconveyance has been requested; and (c) the portion of Trust Property released constitutes a separate parcel described in Exhibit "A" or a legally subdivided portion thereof. Provided Trustor has satisfied the foregoing conditions, Trustor shall be entitled to obtain a Partial Reconveyance upon payment to Beneficiary of the release amounts described in Exhibit "C" attached hereto and incorporated herein by reference.

16. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Breach and Election to Sell, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining Event of Default or invalidate any sale held pursuant to such Notice for any such remaining Event of Default, or prejudice any of the right of Beneficiary under this Deed of Trust.

17. That Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor and Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust. The title herein conveyed to Trustee shall be vested in said

successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above described land is situated.

18. That the trusts herein created are irrevocable.

19. That upon the request of Trustor or its successors in ownership of the Trust Property, Beneficiary may hereafter, at its option, at any time before full payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership and the same, with interest thereon, shall be secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before the maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.

20. If any one or more of the provisions of this Deed of Trust or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Deed of Trust and all other applications of such provisions shall not be affected thereby.

21. To pay Beneficiary's reasonable charge for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or on its behalf.

22. In the event it becomes necessary for the Beneficiary to employ legal counsel or to take legal action to collect the indebtedness secured hereby, to enforce any provision hereof, or to protect any of Beneficiary's rights hereunder (including any protection to Beneficiary's rights under any proceedings under Title 11 of the United States Code), to pay to Beneficiary, in addition to taxable costs of any legal proceeding or action, reasonable attorneys' fees actually incurred, and all costs of preparation and conduct of such proceedings, including costs of title searches and title policy commitments, all of which shall be a lien upon the Trust Property and secured by these presents.

23. That no offset or claim that Trustor now has or may in the future have against Beneficiary shall relieve Trustor from paying installments or performing any other obligation herein or secured hereby. Trustor within ten (10) days after any request of Beneficiary, will furnish a written statement of the amount due on the Note and a description of any alleged offsets, counterclaims, or defenses to the payment thereof.

24. That Trustor will, upon request of the Trustee, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or in the execution or acknowledgement hereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Trustee or by the Beneficiary to carry out more effectively the

purposes of this Deed of Trust, to subject to the lien and security interest hereby created any of Trustor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain the lien and security interest. If any rights, easements or other hereditaments shall hereafter become appurtenant to the Trust Property, or any part thereof, Trustor shall deliver to Beneficiary, upon demand, a supplemental Deed of Trust in the form approved by Beneficiary covering such rights and interests.

25. That, upon request of Beneficiary, Trustor shall deliver to Beneficiary, Trustor's most recent annual and, if applicable, quarterly financial statements, including a balance sheet and statements of income and expenses and of changes in financial position (sources and uses of funds), prepared according to generally accepted accounting principles, which statements shall cover the Trustor and the operation of the Trust Property and, when requested by Beneficiary, to promptly deliver, in writing, such further information as Beneficiary reasonably requests relating to any of such financial statements or the Trust Property. Trustor further agrees that Beneficiary may, upon seven (7) days' request, have access to the books and records of Trustor to enable Beneficiary to verify the information furnished Beneficiary pursuant to this paragraph. Year end statements shall be certified under oath by Trustor, or, at the request of Beneficiary, be certified by an independent firm of public accounts of recognized standing satisfactory to Beneficiary.

26. Without the prior written consent of Beneficiary being first had and obtained, Trustor will not execute or deliver any pledge, security agreement, mortgage, or deed of trust covering all or any portion of the Trust Property ("Subordinate Mortgage"). If Beneficiary consents to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Trustor will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Beneficiary, not less than ten (10) days prior to the date thereof, a copy thereof, which shall contain express covenants to the effect that:

(a) The Subordinate Mortgage is in all respects subject and subordinate to this Deed of Trust;

(b) If any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Trust Property will be named as a party defendant nor will any action be taken with respect to the Trust Property which would terminate any occupancy or tenancy of the Trust Property, or any portion thereof, without the consent of Beneficiary;

(c) The rents and profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note, and then to the payment

of maintenance expenses, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation, and maintenance of the Trust Property;

(d) If any action or proceeding shall be brought to foreclose the Subordinate Mortgage, prompt notice of the commencement thereof will be given to Beneficiary.

GENERAL PROVISIONS:

A. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the Trust Property then held by Trustee. The grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

B. This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Note secured hereby, whether or not named as

Beneficiary herein. Any appointment herein of Beneficiary as attorney-in-fact for Trustor shall be with full power of substitution. This Deed of Trust was prepared after negotiations by and between Trustor and Beneficiary; the fact that it has been typed by one party does not require the language of this Deed of Trust to be strictly interpreted against either Trustor or Beneficiary.

C. Trustor hereby requests that a copy of any Notice of Sale hereunder be mailed to it at its address hereinbefore set forth.

D. If from any circumstances whatever, payment or performance of any provision of this Deed of Trust or of the Note secured hereby, at the time performance of such provision shall be due, shall require a payment in excess of that permitted by any applicable law, the obligation to be paid or performed shall be reduced to the limit allowed by such law, so that in no event shall any exaction be possible under this Deed of Trust, the Note, or any other agreement given in connection herewith, that is in excess of any limitation of law. By acceptance of this Deed of Trust, the Beneficiary expressly waives the right to demand any such excess. The provisions of this paragraph shall control every other provision of this Deed of Trust, the Note, and any other such agreement.

E. Time is of the essence hereof. No failure on the part of Beneficiary to exercise any of its rights hereunder arising upon any default shall be construed to prejudice its rights in the event of any other or subsequent default. No delay on the part of Beneficiary in exercising any of such rights shall

be construed to preclude it from the exercise thereof at any time during the continuance of such default. Beneficiary may enforce any one or more remedies or rights hereunder successively or concurrently at its option.

F. Unless otherwise required by applicable law, all notices required to be given hereunder shall be either served personally or by U.S. mail, postage prepaid, and addressed to Trustor, Trustee and Beneficiary at their respective addresses first above written. Such addresses may be changed by notice to the other parties given in the same manner as provided in this paragraph. Notices given by U.S. mail shall be deemed to have been given upon the deposit thereof in the U.S. mail.

G. Notwithstanding anything to the contrary contained in this Deed of Trust, unless the nonpayment of a lien, claim or encumbrance (including without limitation, mechanic's and materialmen's liens and tax and assessment liens) (collectively, an "Imposition") upon the Trust Property or any portion thereof may create a forfeiture of the Trust Property or such portion thereof, Trustor may in good faith, by appropriate proceedings (including, without limitation, payment of the asserted Imposition under protest if such payment must be made in order to contest such Imposition), contest the validity, applicability or amount of any asserted Imposition, and pending such contest Trustor shall not be deemed in default hereunder.

H. This is one of six identical Deeds of Trusts, Assignment of Rents, and Security Agreements (collectively, the "Deeds of Trust") executed by Trustor, in favor of Beneficiary, and the Assignment of Rents and Leases consist of six identical

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Assignments of Rents and Leases (collectively, the "Assignments") executed by Trustor, in favor of Beneficiary, each of which has been given to secure the Note and other obligations hereinabove described. (The Deeds of Trust and the Assignments are collectively referred as the "Collateral Documents"). All references contained herein to the Deed of Trust or Assignments, and without limiting the generality of the foregoing statement, the occurrence of an Event of Default under any of the Collateral Documents shall constitute an Event of Default hereunder.

Upon the occurrence of an Event of Default, Beneficiary shall be entitled to exercise all or any of the remedies provided for in the Collateral Documents, in such order and at such times as Beneficiary in its sole discretion may elect, and no exercise of, or failure to exercise any, of the remedies provided for herein or in any of the Collateral Documents shall affect Beneficiary's rights and remedies under, respectively, the remaining Collateral Documents or hereunder.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written.

BANK BUILDING, INC.

By *Richard A. Etter*
RICHARD A. ETTER
Its Vice President

FIRST SECURITY BANK OF UTAH, N.A.,
a national banking association

By *Ray Knight*
REY KNIGHT, Vice President

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STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this the 25th day of June, 1984, before me, the undersigned Notary Public, personally appeared RICHARD A. ETTER, who acknowledged himself to be the Vice President of BANK BUILDING, INC., a Nevada corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly Bott Waters
NOTARY PUBLIC
Notary Public - State of Nevada
CLARK COUNTY
Beverly Bott Waters
My Appointment Expires Feb. 2, 1985

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this the 25th day of June, 1984, before me, the undersigned Notary Public, personally appeared REY KNIGHT, who acknowledged himself to be the Vice President of FIRST SECURITY BANK OF UTAH, N.A., a national banking corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly Bott Waters
NOTARY PUBLIC
Notary Public - State of Nevada
CLARK COUNTY
Beverly Bott Waters
My Appointment Expires Feb. 2, 1985

EXHIBIT "A-1"

Situate in the County of Clark, State of Nevada, described as follows:

Lots Six (6), Seven (7) and Eight (8) in Block Forty-seven (47), Boulder City, Nevada, according to the Block Plat of Boulder City, Nevada dated July 15, 1959 No. X-300-460, comprising sheets 1-20 inclusive, on file in the City Hall, Boulder City, Nevada, copies of which plats, entitled, Exhibit "A" are attached to and by reference incorporated in that certain lease of land dated July 16, 1959 and recorded July 16, 1959 as Instrument No. 167324 in Official Records Book No. 206, Clark County, Nevada, which plats by this reference are incorporated herein and made a part hereof with the same effect as though physically attached hereto.

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EXHIBIT "A-2"

Situate in the County of Clark, State of Nevada, described as follows:

PARCEL I:

That portion of Government Lot Four (4), of Section 6, Township 21 South, Range 61 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

COMMENCING at the Northwest Corner (NW C) of the said Section 6; thence South $89^{\circ}30'42''$ East along the North line of the said Lot Four (4), a distance of 294.01 feet to a point distant North $89^{\circ}30'42''$ West, 305.89 feet from the Southeast Corner (SE C) of Section 36, Township 20 South, Range 60 East, M.D.M.; thence South $00^{\circ}29'18''$ West, a distance of 50.00 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ}30'42''$ East along the South right of way line of West Charleston Boulevard, a distance of 201.20 feet to a point of curvature; thence around a curve concave to the Southwest with a radius of 25.00 feet and subtending a central angle of $89^{\circ}45'47''$, an arc distance of 39.17 feet to a point of tangency; thence South $00^{\circ}15'05''$ West along the West right of way line of Decatur Boulevard, a distance of 113.77 feet; thence along a tangent curve concave to the Northwest, having a radius of 840.00 feet and subtending a central angle of $03^{\circ}50'43''$, an arc distance of 56.38 feet to a radial line which bears North $85^{\circ}54'12''$ West; thence North $89^{\circ}30'42''$ West along a line parallel with and distant Southerly 245.00 feet measured at right angles from the aforementioned North line of said Lot Four (4), a distance of 225.00 feet; thence North $00^{\circ}29'18''$ East, at right angles to the last above mentioned parallel line, a distance of 195.00 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

That portion of Government Lot Four (4) in Section 6, Township 21 South, Range 61 East, M.D.M., as follows:

COMMENCING at the Northwest Corner (NW C) of said Section 6; thence South $89^{\circ}30'42''$ East along the North line of Section 6, a distance of 294.01 feet to a point distant North $89^{\circ}30'42''$ West, 305.89 feet from the Southeast Corner (SE C) of Section 36, Township 20 South, Range 60 East, M.D.M.; thence South $00^{\circ}29'18''$ West, a distance of 245.00 feet to the Southwest Corner (SW C) of that parcel conveyed to Bank Building, Inc., by Deed recorded April 19, 1963 as Document No. 353599 of Official Records, said point also being the TRUE POINT OF BEGINNING; thence South $89^{\circ}30'42''$ East along the South line of said parcel, a distance of 225.00 feet to the Southeast Corner (SE C) thereof; thence Southerly along the Westerly line of Decatur Blvd., a distance of 209.19 feet to the Southeast Corner (SE C) of that parcel conveyed to Financial Center, Inc., by Deed recorded October 18, 1963 as Document No. 391577 of Official Records; thence North $89^{\circ}30'42''$ West along the South line of said parcel, a distance of 186.12 feet to the Southwest Corner (SW C) thereof; thence North $00^{\circ}29'18''$ East along the West line thereof, a distance of 205.00 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-3"

Situate in the County of Clark, State of Nevada, and described as follows:

The North Half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 24, Township 20 South, Range 60 East, M.D.B. & M.

EXCEPTING THEREFROM the interest in and to the Easterly 60.00 feet of said land as conveyed to Clark County for road and incidental purposes by Deed recorded May 29, 1969 as Document No. 764982 in Book 953 of Official Records, Clark County, Nevada.

FURTHER EXCEPTING THEREFROM the interest in and to the Westerly 30.00 feet of said land as conveyed to Clark County for road and incidental purposes by Deed recorded July 8, 1980 in Book 1250 of Official Records, as Document No. 1209444, Clark County, Nevada records.



EXHIBIT "A-4"

Situate in the County of Clark, State of Nevada, and described as follows:

Lot Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and the Southwesterly 38.24 feet, measured along the Northwesterly and Southeasterly lines of Lot Twenty-eight (28) in Block Two (2) of Henderson Townsite as shown by map thereof on file in Book 3 of Plats, page 42, 42-A to 42-0 inclusive, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH a portion of Lot Twenty-three (23) in Block Two (2) of Henderson Townsite, more particularly described as follows:

BEGINNING at the most Northerly Corner (NLY C) of said Lot Twenty-three (23), the TRUE POINT OF BEGINNING;
thence South $39^{\circ}39'37''$ East, 22.17 feet to a point;
thence South $50^{\circ}20'23''$ West, 86.74 feet to a point;
thence North $36^{\circ}00'00''$ East, 89.53 feet to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH that portion of the abandoned alley adjoining said land, more particularly described as follows:

COMMENCING at the most Westerly Corner (WLY C) of Lot Twenty-six (26) in Block Two (2) of Henderson Townsite Subdivision as recorded in Book 3 of Plats, page 42, in the Office of the County Recorder of Clark County, Nevada; thence North $51^{\circ}34'53''$ East, 98.50 feet along the Northwesterly line of said Lot Twenty-six (26) to a point, said point being the most Northerly Corner (NLY C) of said Lot Twenty-six (26); thence South $39^{\circ}39'37''$ East, 98.67 feet along the Southwesterly line of an alley in Block Two (2) as shown on the plat of the above recorded subdivision to the TRUE POINT OF BEGINNING;
thence North $51^{\circ}34'53''$ East, 130.61 feet; thence South $54^{\circ}00'00''$ East, 23.04 feet to a point on a curve concave to the Southeast, the radius point of said curve bearing South $67^{\circ}11'03''$ East, 180.00 feet from the last described point; thence along said curve through an arc of $04^{\circ}39'07''$, radius of 180.00 feet, an arc distance of 14.61 feet, long chord bearing and distance South $20^{\circ}29'24''$ West, 14.61 feet to a point of tangency of another curve concave to the East, the radius point of said curve bearing South $71^{\circ}50'10''$ East, 343.32 feet from the last described point; thence along said curve through an arc of $18^{\circ}33'59''$, radius 343.32 feet, an arc distance of 111.25 feet, along chord bearing and distance South $08^{\circ}52'51''$ West, 110.76 feet to a point of tangency of another curve concave to the Northeast, the radius point of said curve being North $89^{\circ}35'51''$ East, 180.00 feet from the last described point; thence along said curve through an arc of $39^{\circ}15'28''$, radius 180.00 feet, an arc distance of 123.33 feet, long chord bearing and distance South $20^{\circ}01'53''$ East, 120.93 feet to a

CONTINUED.....

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EXHIBIT "A-4"

(cont.)

point of tangency to a course bearing South 39°39'37" East; thence North 39°39'37" West, 219.69 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion which lies Southeasterly of the following described line:

BEGINNING at the most Northerly Corner (NLY C) of said Lot Twenty-three (23) in Block Two (2); thence South 39°39'37" East, 22.17 feet to a point; thence North 50°20'23" East to the point of terminus on the Northeasterly line (being a curve concave to the East of said abandoned alley).

ALSO EXCEPTING that portion of Lot Twenty-four (24) in Block Two (2) of Henderson Townsite, more particularly described as follows:

BEGINNING at the most Southerly Corner (SLY C) of said Lot Twenty-four (24), the TRUE POINT OF BEGINNING; thence North 36°00'00" East, 12.11 feet to a point; thence South 50°20'23" West, 11.73 feet to a point; thence South 39°39'37" East, 3.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING all minerals and all mineral rights which may be located upon or under the real property hereinabove described, as reserved by Reconstruction Finance Corporation, in Deed recorded September 9, 1949 as Document No. 321823, Clark County, Nevada records, which Deed reserves the right to enter upon, prospect for, mine and remove such minerals.

ALSO:

That portion of Henderson Townsite as shown by map thereof on file in Book 3 of Plats, page 42, 42-A to 42-0 inclusive, in the Office of the County Recorder of Clark County, Nevada, described as follows:

COMMENCING at the most Westerly Corner (WLY C) of Lot Twenty-six (26) in Block Two (2) of said subdivision; thence North 51°34'53" East, 98.50 feet along the Northwesterly line of said Lot Twenty-six (26) to the most Northerly Corner (NLY C) of said Lot Twenty-six (26), said point being the TRUE POINT OF BEGINNING; thence continuing along the last described course North 51°34'53" East, 20.00 feet to a point, said point being the most Westerly Corner (WLY C) of Lot Twenty-Seven (27) in Block Two (2) of said subdivision; thence South 39°39'37" East, 98.67 feet along the Southwesterly line of said Lot Twenty-seven (27) to a point, said point being the most Southerly Corner (SLY C) of Lot Twenty-seven (27); thence South 51°34'53" West, 20.00 feet to a point on the Northeasterly line of Lot Twenty-five (25) in Block Two (2) of said subdivision; thence North 39°39'37" West, 98.67 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-4"
(cont.)

EXCEPTING all minerals and all mineral rights which may be located upon or under the real property hereinabove described, as reserved by Reconstruction Finance Corporation, in Deed recorded September 9, 1949 as Document No. 321823, Clark County, Nevada Records, which Deed reserves the right to enter upon, prospect for, mine and remove such minerals.

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EXHIBIT "A-5"

Situate in the County of Clark, State of Nevada, described as follows:

That portion of Section 17, Township 21 South, Range 61 East, M.D.M., described as follows:

COMMENCING at the intersection of the East line of the Northeast Quarter (NE1/4) of said Section 17, with the centerline of Spring Mountain Road (100.00 feet wide); thence North $88^{\circ}48'22''$ West along the centerline of Spring Mountain Road, a distance of 781.61 feet; thence North $01^{\circ}11'38''$ East, 50.00 feet to a point in the North right of way line of Spring Mountain Road, said point being the TRUE POINT OF BEGINNING; thence North $88^{\circ}48'22''$ West along said North right of way line, a distance of 56.50 feet to a point on a tangent curve concave Northerly having a radius of 370.00 feet; thence Westerly along the arc of said curve, through a central angle of $26^{\circ}54'43''$, an arc length of 173.79 feet to a point in the Southeasterly right of way line of Industrial Road (80.00 feet wide); thence North $27^{\circ}58'26''$ East along said Southeasterly right of way line of Industrial Road, a distance of 270.00 feet; thence South $02^{\circ}01'34''$ East, a distance of 122.70 feet to a point on a non-tangent curve concave Easterly, having a radius of 430.00 feet, a radial line to said point bears North $78^{\circ}37'09''$ West; thence Southerly along the arc of said curve, through a central angle of $10^{\circ}11'13''$, an arc length of 76.45 feet; thence South $01^{\circ}11'38''$ West, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land as conveyed to Clark County, by Deed recorded July 8, 1976 in Book 638 of Official Records as Document No. 597439 and described as follows:

That certain tract or parcel of land situate in the Northeast Quarter (NE1/4) of Section 17, Township 21 South, Range 61 East, M.D.M., Nevada, described as follows:

COMMENCING at the intersection of the East line of the Northeast Quarter (NE1/4) of said Section 17, with the centerline of Spring Mountain Road (100.00 feet wide); thence North $88^{\circ}48'22''$ West along the centerline of Spring Mountain Road, a distance of 781.61 feet; thence North $01^{\circ}11'38''$ East, 50.00 feet to a point in the North right of way line of Spring Mountain Road; thence North $88^{\circ}48'22''$ West along said North right of way line, a distance of 56.50 feet to a point on a tangent curve concave Northerly, having a radius of 370.00 feet; thence Westerly, along the arc of said curve, through a central angle of $22^{\circ}46'02''$, an arc length of 147.02 feet to the TRUE POINT OF BEGINNING; thence continuing along said curve, having a radius of 370.00 feet, through a central angle of $04^{\circ}08'41''$, an arc length of 26.76 feet to the Southwest Corner (SW C) of Grantors property; thence North $27^{\circ}58'26''$ East along the West line of Grantors property, also being the Southeasterly right of way line of Industrial Road (80.00 feet in width), a distance of 25.85 feet to a point of cusp; thence Southeasterly along a curve concave to the Northeast, having a radius of 25.00 feet subtending a central angle of $94^{\circ}00'46''$, an arc length of 41.02 feet to the TRUE POINT OF BEGINNING.

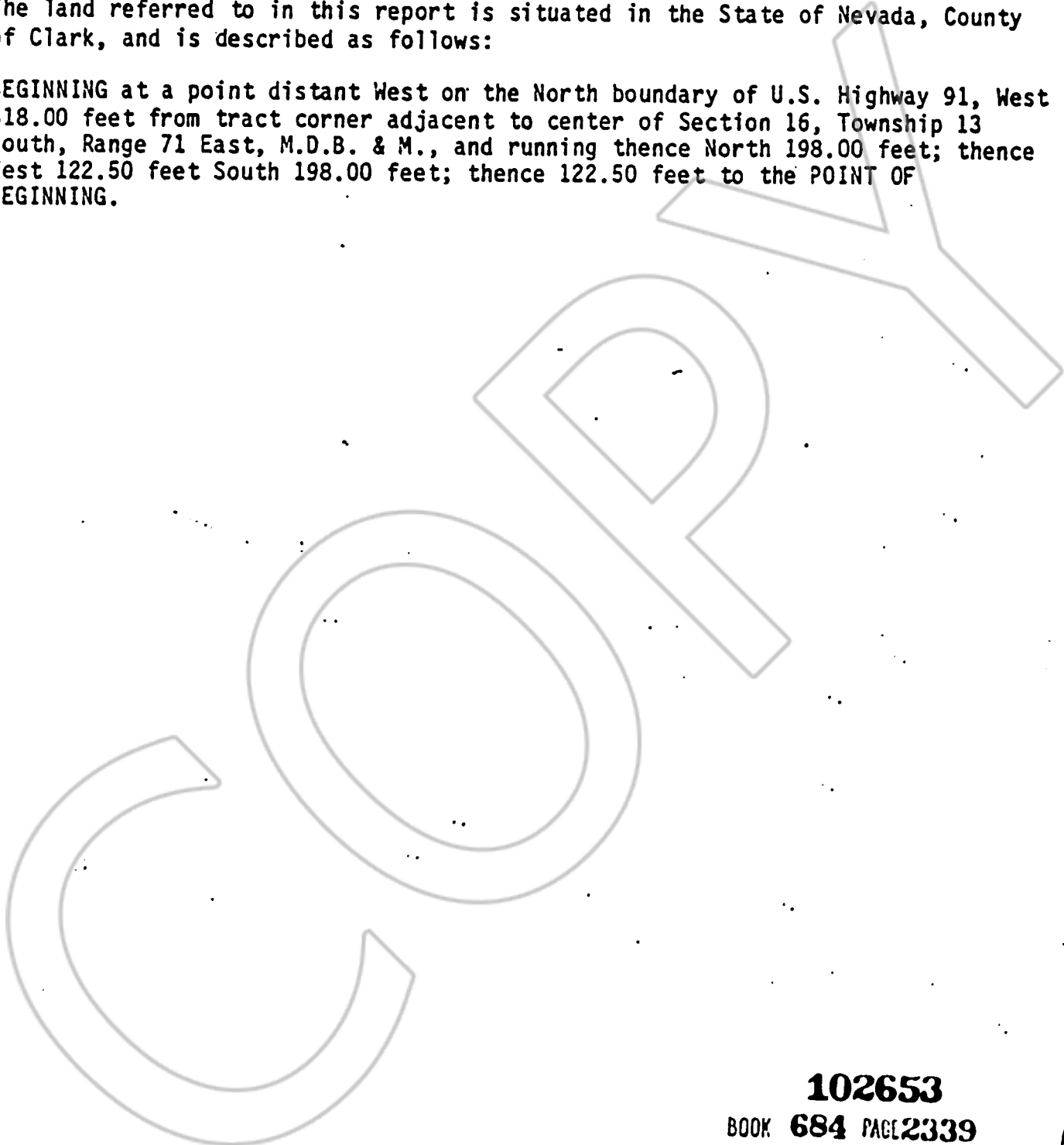
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EXHIBIT "A-6"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

BEGINNING at a point distant West on the North boundary of U.S. Highway 91, West 818.00 feet from tract corner adjacent to center of Section 16, Township 13 South, Range 71 East, M.D.B. & M., and running thence North 198.00 feet; thence West 122.50 feet South 198.00 feet; thence 122.50 feet to the POINT OF BEGINNING.



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EXHIBIT "A-7"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

That portion of the Southeast Quarter (SE1/4) of Section 13, Township 16 South, Range 67 East, M.D.B. & M., described as follows:

COMMENCING at the Southwest Corner (SW C) of Lot Three (3) in Block One (1) of Sunrise Addition, as shown by map thereon on file in Book 2 of Plats, page 73, in the Office of the County Recorder of Clark County, Nevada; thence North along the West line of said Block One (1), a distance of 120.00 feet to the Southeast Corner (SE C) of that certain parcel of land conveyed by William C. Olive et ux to Max E. Bunnell et ux, by Deed recorded as Document No. 359292, Official Records of Clark County, Nevada, the TRUE POINT OF BEGINNING; thence continuing North along the said West line, a distance of 53.00 feet to a point; thence West, a distance of 192.41 feet to a point; thence South 00°10'00" West along the East line of State Highway Route 12, a distance of 53.00 feet to the Southwest Corner (SW C) of the said conveyed parcel; thence East, a distance of 192.56 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-8"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

A portion of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 20 South, Range 61 East, M.D.B. & M., described as follows:

BEGINNING at the Southeast Corner (SE C) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 23; thence North 00°24'30" West along the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, a distance of 40.00 feet to a point; thence South 89°43'00" West and parallel with the South line of the said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), a distance of 458.20 feet to a point; thence North 45°32'50" East along a line hereinafter called Line 1, a distance of 312.84 feet to the TRUE POINT OF BEGINNING; thence North 44°27'10" West, a distance of 419.40 feet to a point in the Easterly Boundary line of U.S. Highways Nos. 91 and 93 as now located; thence North along the curve of said Easterly Boundary Line, whose radius is 13,235.00 feet, a distance of 190.00 feet to a point; thence South 44°27'10" East, a distance of 418.03 feet to a point; thence South 45°32'50" West, a distance of 190.03 feet to the TRUE POINT OF BEGINNING.

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DESCRIPTION: EXHIBIT "A-9"

All that real property situate in the County of Nye, State of Nevada, and described as follows:

Lot 20, 21 in Block 1 of CALVADA VALLEY UNIT NO. 6. as shown by map thereof recorded February 5, 1973 in the office of the County Recorder of Nye County, under Document No. 36024, Nye County, Nevada, records.

Excepting therefrom all oil, gas, and mineral rights, if any, and all restrictions, reservations and easements of record.

COPY

EXHIBIT "A-10"

Situate in the County of Clark, State of Nevada and described as follows:

That portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 10, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

Lot One (1) and Two (2) of that certain Parcel Map in File 39 page 24 in the Office of the County Recorder of Clark County, Nevada and recorded December 4, 1982 in Book 1657 of Official Records as Document No. 1616868.

EXCEPTING THEREFROM the following described parcel of land:

That portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 10, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast Corner (NE C) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section 10; thence South $87^{\circ}12'48''$ West along the North line of said Section 10, a distance of 554.59 feet to the TRUE POINT OF BEGINNING; thence continuing South $87^{\circ}12'48''$ West, a distance of 181.33 feet to a point; thence South $02^{\circ}47'12''$ East, a distance of 315.00 feet to a point; thence North $87^{\circ}12'48''$ East, a distance of 181.33 feet to a point; thence North $02^{\circ}47'12''$ West, a distance of 315.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the interest in and to the North 100.00 feet thereof, as conveyed to the County of Clark for Sahara Avenue (formerly known as San Francisco Avenue).

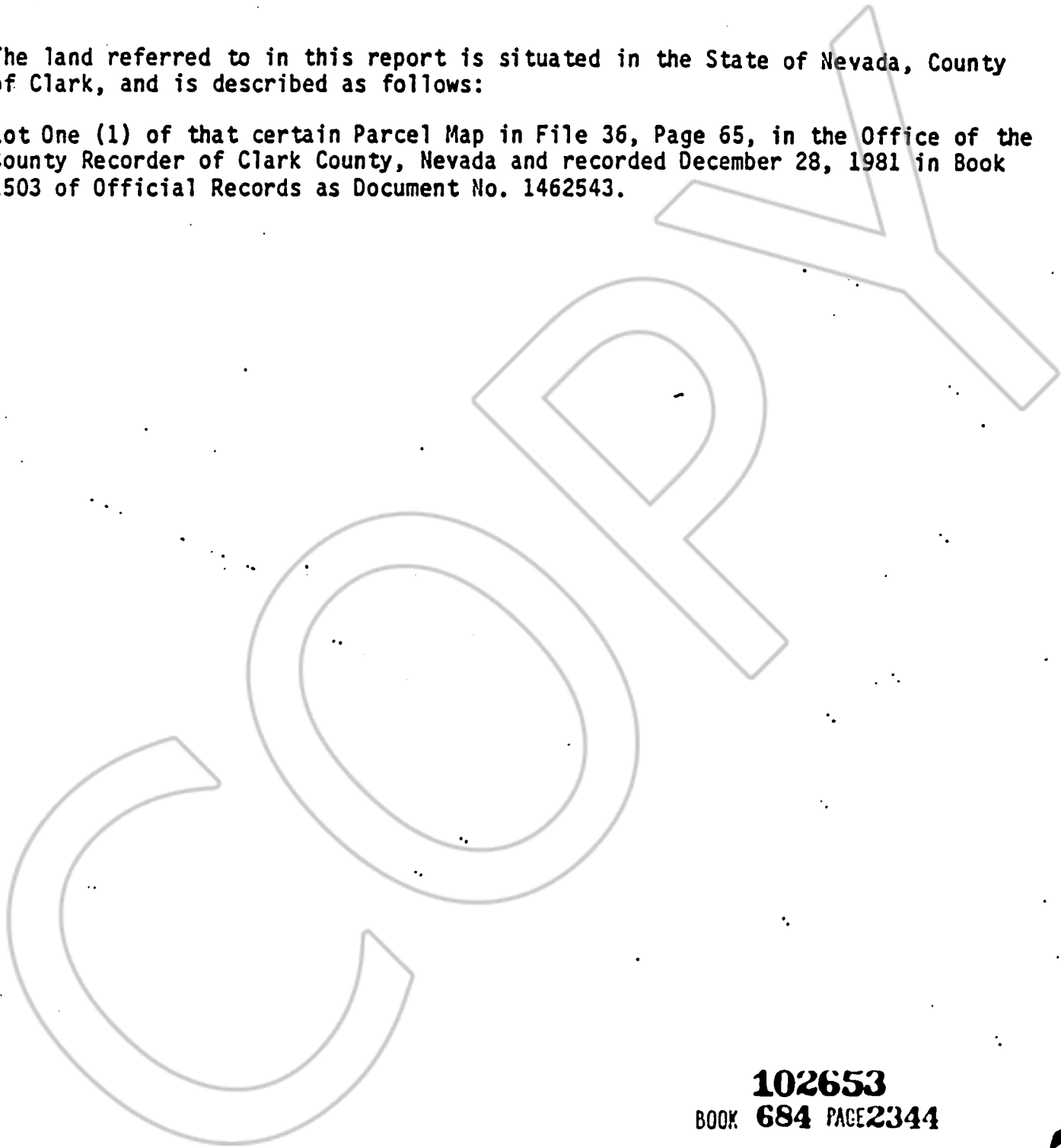
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EXHIBIT "A-11"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

Lot One (1) of that certain Parcel Map in File 36, Page 65, in the Office of the County Recorder of Clark County, Nevada and recorded December 28, 1981 in Book 1503 of Official Records as Document No. 1462543.



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EXHIBIT "A-12"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 21 South, Range 62 East, M.D.M., described as follows:

COMMENCING at the Southwest Corner (SW C) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 7; thence South 89°07'09" East along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 7, a distance of 141.45 feet to a point; thence North 00°52'51" East, a distance of 50.00 feet to a point on the North line of Desert Inn Road (100.00 feet wide), the TRUE POINT OF BEGINNING; thence from a tangent whose bearing is North 89°07'09" West turning to the right along a curve having a radius of 54.00 feet and subtending a central angle of 111°17'50", an arc length of 104.90 feet to a point; thence North 22°10'41" East along the East line of Sandhill Road, a distance of 177.57 feet to a point; thence South 67°49'19" East, a distance of 175.36 feet to a point; thence South 00°52'51" West, a distance of 175.36 feet to a point in the North line of Desert Inn Road; thence North 89°07'09" West along the said North line, a distance of 177.57 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-13"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

That portion of the North Half (N1/2) of Section 1, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Southwest Corner (SW C) of Section 36, Township 20 South, Range 61 East, M.D.B. & M.; thence South $89^{\circ}58'58''$ East along the North line of said Section 1, a distance of 499.83 feet to a point; thence South $00^{\circ}13'40''$ East along the East line of Fisher's Fremont Street--Boulder Dam Highway First Subdivision as shown by map thereof on file in Book 2 of Plats, page 9, in the Office of the County Recorder of Clark County, Nevada, a distance of 386.00 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ}58'58''$ East and parallel to the said North line, a distance of 236.53 feet to a point; thence South $00^{\circ}01'02''$ West, a distance of 310.70 feet to a point; thence North $65^{\circ}05'13''$ West along the Northeasterly line of U.S. Highway Nos. 93 - 95 - 466, a distance of 259.81 feet to a point; thence North $00^{\circ}13'40''$ West, a distance of 201.33 feet to the TRUE POINT OF BEGINNING.

EXCEPTING the hereinabove described parcel of land:

The West 30.00 feet thereof for roadway, utility and other public purposes as described in a Deed to Clark County, recorded May 6, 1964 in Book 535 of Official Records as Document No. 431065, Clark County, Nevada Records.

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EXHIBIT "A-14"

DESCRIPTION

All that real property situate in the County of Nye, State of Nevada, described as follows:

PARCEL 1:

SURFACE RIGHTS ONLY IN AND TO THE FOLLOWING:

That portion of the Buckboard Patented Mining Claim, Patent No. 39669, Entry No. 732, Mineral Survey No. 2012, and being a portion of Section 35, Township 3 North, Range 42 East, M.D.B.&M., described as follows:

Commencing at the Northwest Corner No. 2 of the Buckboard Claim and running South 83°58' East 82.0 feet to the point of beginning marked II; thence South 61°13' East 222.0 feet to a point marked JJ on map which is 20.0 feet distant from center of tract; thence North 28°47' West 92.0 feet to a point marked AA on map; thence North 83°58' West 240.0 feet to the point of beginning.

EXCEPTING THEREFROM any portion of land conveyed by that certain deed recorded September 14, 1982 in Book 353 of Official Records, page 511, 517, File Numbers 67061, 67064, Nye County, Nevada, records.

PARCEL 2:

SURFACE RIGHTS ONLY IN AND TO THE FOLLOWING:

That portion of the Midway Patented Mining Claim, Patent No. 60861, Entry No. 069, Mineral Survey No. 2154, and being a portion of Section 35, Township 3 North, Range 42 East, M.D.B.&M., described as follows:

Beginning at Corner No. 3 of the Red Plume Claim, U.S. Survey No. 2012; thence along Line 1-2 of the Buckboard Claim, U.S. Survey No. 2012, North 83°58' West 295.7 feet to Corner No. 2 of the Midway Claim; thence along line 2-1 of the Midway Claim, North 19°27' East 64.8 feet to the point of intersection of line 2-1 of the Midway Claim and Line 2 3 of the Red Plume Claim; thence along line 2 3 of the Red Plume Claim, South 71°17' East 287.7 feet to the point of beginning.

EXCEPTING THEREFROM any portion of land conveyed by that certain deed recorded September 14, 1982 in Book 353 of Official Records, page 511, 517, File Numbers 67061, 67064, Nye County, Nevada, records.

(Continued on next page)

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EXHIBIT "A-14"

DESCRIPTION (Continued)

PARCEL 3:

SURFACE RIGHTS ONLY IN AND TO THE FOLLOWING:

That portion of the Red Plume Patented Mining Claim, Patent No. 39669, Entry No. 732, Mineral Survey No. 2012, and being a portion of Section 35, Township 3 North, Range 42 East, M.D.B.&M., described as follows:

Commencing at the Northwest Corner No. 1 of the Red Plume Claim, which is the point of beginning; thence South $71^{\circ}17'$ East 74.0 feet to a point which is the intersection of the East right of way of Wye near water tank, and the North side line of said Red Plume Claim; thence running in a general Southerly direction on a $16^{\circ}40'$ curve to the left, parallel to and distant 10.0 feet from center line of Wye near tank 216.0 feet; thence South $61^{\circ}42'$ East 823.09 feet to a point which is opposite Station 7 plus 50 of Red Plume spur, and 65.03 feet from center line of said spur; thence South $22^{\circ}56'$ West 75.3 feet to a point which is opposite Station 7 plus 50 of the Red Plume spur and on the West side of said spur and distant 10.0 feet from center line of said spur; thence in a general Southeasterly direction on a $10^{\circ}10'$ curve to the right, parallel to and distant 10.0 feet from center line of Red Plume spur, 184.4 feet; thence in a general Southeasterly direction on an $18^{\circ}35'$ curve to the right, parallel to and distant 10.0 feet from center line of Red Plume Spur 38.7 feet; thence South $28^{\circ}47'$ West 111.8 feet to a point which is the intersection of said right of way and the South side line 3-4 of the Red Plume Claim; thence running North $83^{\circ}58'$ West a distance of 12.0 feet to Corner No. 3 of Red Plume Mining Claim, which is also Corner No. 3 of Triangle Fraction; thence North $71^{\circ}17'$ West 516.0 feet to a point which is the intersection of the South right of way with the South side line 2-3 of the Red Plume Claim, and 20.0 feet distant from the center line of the Sandgrass spur; thence running in a general Northwesterly direction on a $5^{\circ}53'$ curve to the right parallel to and distant 20.0 feet from Sandgrass Spur, 462.0 feet to a point which is 20.0 feet distant from center line of said Sandgrass spur, and opposite engineer's station 3160 plus 35.2 of main depot spur; thence running in a general Northwesterly direction on a $12^{\circ}32'$ curve to the left, parallel to and distant 20.0 feet from center line of said Sandgrass spur 146.0 feet to a point which is the intersection of South right of way and the West end line of the Red Plume Claim and is 21.5 feet distant along said West end line of Red Plume claim from center line of Sandgrass spur; thence North $18^{\circ}43'$ East 316.0 feet to Corner No. 1 of the Red Plume Claim, the place of Beginning.

Subject to all mining rights and privileges heretofore reserved by the original grantees in and to the sub-surface thereof, which said mining rights and privileges are expressly omitted from this conveyance as contained in the Deed to Thos. R. McCulloch recorded August 9, 1952, in Book 55, Page 128, Document No. 9373, Deed Records, Nye County.

(Continued on next page)

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PARCEL 3 (Continued)

EXHIBIT "A-14"

Reserving all Minerals, Ores and Ore bodies beneath surface and right to remove said minerals, also exploration and development thereof without liability for damages to support of surface, as contained in the Deed from Tonopah Mining Co., a Nevada corporation to The Tonopah and Goldfield Railroad Co., a corporation, recorded November 10, 1949, in Book 53, Page 383, Document No. 4963 Deed Records, Nye County.

EXCEPTING THEREFROM any portion of land conveyed by that certain deed recorded September 14, 1982 in Book 353 of Official Records, page 511, 517, File Numbers 67061, 67064, Nye County, Nevada, records.

ALSO EXCEPTING THEREFROM that portion of land conveyed by that certain deed recorded September 14, 1982 in Book 353 of Official Records, page 515, File No. 67063, Nye County, Nevada, records.

PARCEL 4:

The surface rights only to a tract of land comprising a portion of Survey No. 2012, Red Plume Mining Claim, in the Tonopah Mining District, Nye County, Nevada, described as follows:

Beginning for the description of this parcel of land at a point on the Northerly right-of-way line to U.S. Highway 95 and its intersection with the Southerly right-of-way line of the old Tonopah & Goldfield railroad spur, whence the No. 1 Corner of the Red Plume Mining Claim, Survey No. 2012 bears North 20°09'18" West, 744.50 feet distant; thence along the Northerly right-of-way line of said U.S. Highway 95, North 73°02' West, 253.56 feet to a point; thence North 24°16' East, 128.5 feet to a point on a curve of the Southerly right-of-way line of said Tonopah and Goldfield Railroad spur from whence the radius point of said curve bears North 53°09'44" East 973.865 feet distant; thence Southeasterly along said railroad spur on a curve to the left with a radius point of 973.865 feet, through a central angle of 15°53'41", a curve distance of 270.19 feet to the point of beginning, reference being made to Record of Survey, File No. 18964, recorded in the Nye County Recorders Office. All of said lands being situated within Section 35, Township 3 North, Range 42 East, M.D.B.&M., Nye County, Nevada.

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EXHIBIT "A-15"

Situate in the County of Clark, State of Nevada, described as follows:

That portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 22, Township 21 South, Range 61 East, M.D.M., described as follows:

COMMENCING at the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 22; thence South $03^{\circ}13'20''$ East along the East line of said Section 22, a distance of 500.00 feet; thence North $89^{\circ}36'35''$ West, 50.16 feet to a point on the Westerly right of way line of Maryland Parkway as conveyed to the County of Clark by Deed recorded June 23, 1964 as Document No. 441972 of said County Official Records, being the TRUE POINT OF BEGINNING; thence continuing North $89^{\circ}36'35''$ West, parallel to the North line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 22, a distance of 400.00 feet; thence South $03^{\circ}13'20''$ East, 230.06 feet; thence South $89^{\circ}36'35''$ East, 400.00 feet to the aforementioned right of way line of Maryland Parkway; thence North $03^{\circ}13'20''$ West along said right of way line 230.06 feet to the TRUE POINT OF BEGINNING

EXCEPTING THEREFROM the interest of the County of Clark in and to the North 30.00 feet thereof and the adjacent spandrel area as described in that certain Deed recorded September 7, 1966 as Document No. 597473, Official Records, Clark County, Nevada

ALSO:

That portion of the Southeast Quarter (SE 1/4) of Section 22, Township 21 South, Range 61 East, M.D.M., described as follows:

COMMENCING at the Southeast Quarter (SE 1/4) of said Section 22, as designated on Survey Map on record in the Registered Professional Engineers File 11, page 22 in the Office of the County Recorder, Clark County, Nevada; thence North $03^{\circ}13'20''$ West along the East line of said Section 22, a distance of 740.19 feet; thence North $89^{\circ}36'35''$ West, 50.10 feet to the West right of way line of Maryland Parkway as conveyed to the County of Clark by Deed recorded June 23, 1964 as Document No. 441972 of said County Official Records; thence South $03^{\circ}13'20''$ East along said right of way line, 230.06 feet to the TRUE POINT OF BEGINNING; thence continuing South $03^{\circ}13'20''$ East, 127.50 feet; thence North $89^{\circ}36'35''$ West, 400.00 feet; thence North $03^{\circ}13'20''$ West, 127.50 feet; thence South $89^{\circ}36'35''$ East, 400.00 feet to the TRUE POINT OF BEGINNING

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EXHIBIT "A-16"

Situate in the County of Clark, State of Nevada and described as follows:

PARCEL I:

That portion of the Northeast Quarter (NE1/4) of Section 6, Township 21 South, Range 62 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast Corner (NE C) of said Section 6; thence South 01°30'48" East along the East line of the Northeast Quarter (NE1/4) of Section 6, a distance of 50.01 feet to a point in the South line of Charleston Boulevard (100.00 feet wide), said point being the TRUE POINT OF BEGINNING; thence continuing South 01°30'48" East along the East line of the Northeast Quarter (NE1/4) of Section 6, a distance of 544.58 feet to a point; thence South 89°30'02" West, a distance of 800.00 feet to a point; thence North 01°30'48" West, parallel to the East line of the Northeast Quarter (NE1/4) of Section 6, a distance of 544.58 feet to a point in the South line of Charleston Boulevard (100.00 feet wide); thence North 89°30'02" East along said South line of Charleston Boulevard, a distance of 800.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land as conveyed to Clark County for road purposes by Deed recorded July 7, 1977 in Book 760 of Official Records as Document No. 719157, Clark County, Nevada Records:

The East 30.00 feet of the North 544.85 feet, more or less of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 6, Township 21 South, Range 62 East, M.D.M., Nevada.

TOGETHER WITH that certain spandrel area in the Northeast Corner (NE C) thereof, also being the Southwest Corner (SW C) of the intersection of East Charleston Boulevard and Valley Drive, bounded as follows; on the North by the South line of the North 50.00 feet; on the East by the West line of the East 30.00 feet; on the Southwest by the arc of a curve concave Southwesterly, having a radius of 25.00 feet and being tangent to the South line of said North 50.00 feet and to the West line of said East 30.00 feet

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EXHIBIT "A-16"
(CONT.)

PARCEL II:

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 21 South, Range 62 East, M.D.B. & M., Clark County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast section corner of said Section 6; thence South 01°30'48" East, a distance of 50.01 feet along the East line of said Section 6 to a point; thence South 89°40'42" West along the South right-of-way line of Charleston Boulevard, a distance of 800.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°40'42" West, a distance of 400.00 feet to a point; thence South 01°30'48" East, a distance of 544.58 feet to a point; thence North 89°40'42" East, a distance of 400.00 feet to a point; thence North 01°30'48" West, a distance of 544.58 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-16"
(cont.)

PARCEL III:

A portion of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 21 South, Range 62 East, M.D.M., described as follows:

BEGINNING at the Northeast Corner of Section 6; thence South 01°30'48" East, a distance of 50.01 feet to a point; thence South 89°40'42" West, a distance of 30.01 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°40'42" West, a distance of 1,718.56 feet to a point on the South right of way line of Charleston Boulevard; thence along a curve to the left, having a radius of 25.00 feet and a delta angle of 90°00'00", a distance of 39.27 feet; thence South 01°30'48" East, a distance of 518.52 feet to a point on the North line of Metropolitan Park No. 25; thence North 89°40'42" East, a distance of 1,755.93 feet to a point; thence North 01°30'48" West, a distance of 544.58 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 21 South, Range 62 East, M.D.M., being more particularly described as follows:

BEGINNING at the Northeast section corner of said Section 6; thence South 01°30'48" East, a distance of 50.01 feet along the East line of said Section 6 to a point; thence South 89°40'42" West along the South right of way line of Charleston Boulevard, a distance of 800.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°40'42" West, a distance of 400.00 feet to a point; thence South 01°30'48" East, a distance of 544.58 feet to a point; thence North 89°40'42" East, a distance of 400.00 feet to a point; thence North 01°30'48" West, a distance of 544.58 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 21 South, Range 62 East, M.D.M., described as follows:

COMMENCING at the Northeast Corner (NE C) of said Section 6; thence South 01°30'48" East along the East line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, a distance of 50.00 feet to a point in the South line of Charleston Boulevard (100.00 feet wide), said point being the TRUE POINT OF BEGINNING; thence continuing South 01°30'48" East along the East line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, a distance of 544.58 feet to a point; thence South 89°30'02" West, a distance of 800.00 feet to a point; thence North 01°30'48" West, parallel to the East line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, a distance of 544.58 feet to a point in the South line of Charleston Boulevard (100.00 feet wide); thence North 89°30'02" East along said South line of Charleston Boulevard, a distance of 800.00 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "A-16"

(cont.)

PARCEL III: (cont.)

FURTHER EXCEPTING THEREFROM any portion lying within the following two parcels of land as conveyed to the State of Nevada for easement and road purposes by Deed recorded May 8, 1984 in Book 1918 of Official Records as Document No. 1877260 and 1877661, Clark County, Nevada Records.

Being a portion of Government Lot Two (2) of Section 6, Township 21 South, Range 62 East, M.D.M., and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point on the right or Easterly right of way line of I-515 Freeway (Project ID-515-1(5)0), at a point 644.34 feet right of and at right angles to Highway Engineer's Station "B" 1153+70.58 P.O.T., said POINT OF BEGINNING further described as bearing South 51°24'17" West, a distance of 112.39 feet from the South Quarter Corner (S¼ C) of Section 31, Township 20 South, Range 62 East, M.D.M.; thence from a tangent which bears North 49°2'03" East, curving to the right along said right or Easterly right of way line, with a radius of 25.00 feet, through an angle of 36°50'01", an arc distance of 16.07 feet to a point; thence North 86°13'08" East continuing along said right of way line, a distance of 155.97 feet to a point; thence North 89°11'36" East, a distance of 96.27 feet to a point; thence South 86°13'09" West, a distance of 267.10 feet to the POINT OF BEGINNING.

Being a portion of Government Lot Two (2) of Section 6, Township 21 South, Range 62 East, M.D.M., and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point on the right or Easterly right of way line of I-515 Freeway (Project ID-515-1(5)0), at a point 635.14 feet right of and at right angles to Highway Engineer's Station "B" 1153+51.49 P.O.T., said POINT OF BEGINNING further described as bearing South 47°11'55" West, a distance of 131.60 feet from the South Quarter Corner (S¼ C) of Section 31, Township 20 South, Range 62 East, M.D.M., said point also being on the Easterly right of way line of Alden Street (60.00 feet wide); thence North 00°45'42" West along said Easterly right of way line of Alden Street, a distance of 13.21 feet to a point of curvature; thence from a tangent which bears the last described course, curving to the right with a radius of 25.00 feet, through an angle of 90°03'34", an arc

CONTINUED.....

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EXHIBIT "A-16"

(cont.)

PARCEL III: (cont.)

distance of 39.30 feet to a point on the Southerly right of way line of Charleston Boulevard, (100.00 feet wide); thence $89^{\circ}17'52''$ East along the Southerly right of way line of Charleston Boulevard, a distance of 72.71 feet to a point; thence North $89^{\circ}11'36''$ East continuing along said Southerly right of way line, a distance of 177.97 feet to a point on the said right or Easterly right of way line of I-515 Freeway; thence South $86^{\circ}13'09''$ West along said right or Easterly right of way line of I-515 Freeway, a distance of 252.37 feet to a point of curvature; thence from a tangent which bears the last described course, curving to the left and continuing along said right or Easterly right of way line, with a radius of 25.00 feet, through an angle of $86^{\circ}58'51''$, an arc distance of 37.95 feet to the POINT OF BEGINNING.

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EXHIBIT "A-18"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

Lots Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32) in Block Eleven (11) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

COPY

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EXHIBIT "A-19"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

Lots Seven (7) through Fourteen (14) in Block Twenty-five (25) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

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EXHIBIT "A-20"

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

Situate in the County of Clark, State of Nevada, described as follows:

Lots One (1) through Four (4) inclusive in Block Twenty-eight (28) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

COPY

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EXHIBIT "A-21"

All that real property situate in Carson City, State of Nevada, described as follows:

PARCEL 1:

Block 34 of the VAN WINKLE and PROCTOR DIVISION of Carson City, Ormsby County, Nevada, Save and Except the portion of said Block 34 conveyed to the State of Nevada by Deed recorded in Book 74 of Deeds, page 357, Ormsby County, Nevada, records.

PARCEL 2:

That certain vacated and abandoned street lying between the West line of Block 35 and the East line of Block 34 of VAN WINKLE and PROCTOR DIVISION, Carson City, Nevada. Save and Except all that portion of said vacated and abandoned street which lies Southerly of a line that is forty (40) feet Northerly of and parallel to the "02" centerline of the State Highway Route 2A, as said centerline was surveyed and staked in 1956 by the State of Nevada, Department of Highways.

PARCEL 3:

Block 35 of the VAN WINKLE and PROCTOR DIVISION of Carson City, Ormsby County, Nevada. Save and Except that portion of said Block 35 conveyed to the State of Nevada by Deed recorded in Book 74 of Deeds, page 357, Ormsby County, Nevada, records. Also Save and Except Therefrom any portion thereof that is within Roop Street.

Reference is made to Record of Survey Map \$822 filed in the office of the Carson City Recorder on June 26, 1980, File No. 97071, Official Records.

EXHIBIT "A-22"

Situate in the County of Washoe, State of Nevada and described as follows:

PARCEL 1:

Portion of the NW 1/4 of the SW 1/4 of Section 8, Township 19 North, Range 20 East, M.D.B.&M., described as follows:

Beginning at the Northwest corner of the parcel of land described in the Deed to RAYMOND P. CASSINELLI and PHYLLIS J. CASSINELLI, his wife, recorded February 7, 1950, Document No. 181166, Deed Records, Washoe County, Nevada; thence along the North line of the last mentioned parcel South $89^{\circ}38'08''$ East 71.90 feet; thence South $00^{\circ}42'$ West 124.1 feet to the South line of the last mentioned parcel; thence along the last mentioned line North $88^{\circ}34'$ West 80.8 feet to the West line of the last mentioned parcel; thence along the 1st mentioned line North $04^{\circ}52'$ East 123.00 feet to the POINT OF BEGINNING.

PARCEL 2:

Portion of the NW 1/4 of the SW 1/4 of Section 8, Township 19 North, Range 20 East, M.D.B.&M., described as follows:

Beginning at a point on the North line of the parcel of land described in the deed to RAYMOND P. CASSINELLI and PHYLLIS J. CASSINELLI, his wife, recorded February 7, 1950, Document No. 181166, Deed Records, Washoe County, Nevada, distant thereon South $89^{\circ}38'08''$ East 71.90 feet from the Northwest corner of the last mentioned parcel, thence along said North line South $89^{\circ}30'08''$ East 66.90 feet to the East line of the last mentioned parcel; thence along the 1st mentioned line South $01^{\circ}07'$ West 125.7 feet to the South line of the last mentioned parcel; thence along the last mentioned line North $88^{\circ}16'$ West 66.00 feet to a line drawn South $00^{\circ}42'$ West from the POINT OF BEGINNING; thence North $00^{\circ}42'$ East 124.1 feet to the POINT OF BEGINNING.

(Continued)

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EXHIBIT "A-22"
(CONTINUED).

PARCEL 3:

All that parcel or piece of land located in the Southwest one-quarter of Section 8, Township 19 North, Range 20 East, M.D.B.&M., City of Sparks, Washoe County, State of Nevada, and being more particularly described as follows:

Beginning at a point on the Southerly right of way line of Glendale Avenue from which the West one-quarter (1/4) corner of Section 8, Township 19 North, Range 20 East, M.D.B.&M. bears North 88°52'54" West 952.15 feet and North 17°18'46" West 31.62 feet; thence from said POINT OF BEGINNING along the Southerly right of way line of Glendale Avenue South 88°52'54" East 15.16 feet to an angle point in said Glendale Avenue right of way; thence continuing along said Southerly right of way line of said Glendale Avenue South 88°13'19" East 100.00 feet to a point on said right of way line; thence leaving the Southerly right of way line of Glendale Avenue South 01°52'14" West 130.00 feet; thence North 87°30'46" West 139.00 feet; thence South 01°52'14" West 132.00 feet; thence South 89°31'47" West 124.63 feet to the Easterly line of Cassinelli Lane; thence along the Easterly line of Cassinelli Lane North 02°29'55" East 140.74 feet to the Southwesterly corner of that property described in deed Document No. 223319; thence along the Southerly line of said property South 87°48'46" East 80.82 feet and South 87°30'46" East 66.00 feet to the Southeast corner of said property; thence along the Easterly line of said property North 01°52'14" East 125.66 feet to the Southerly right of way line of Glendale Avenue and to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of Parcels 1, 2 and 3 conveyed to the State of Nevada by deed recorded December 29, 1981, in Book 1704, Page 204, Document No. 774718, Official Records.

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EXHIBIT "A-23

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

Parcel 1 as shown on PARCEL MAP NO. 257, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 27, 1976, under Filing No. 405860, Official Records.

EXCEPTING THEREFROM any portion lying within the boundaries of Kietzke Lane and/or Moana Lane.

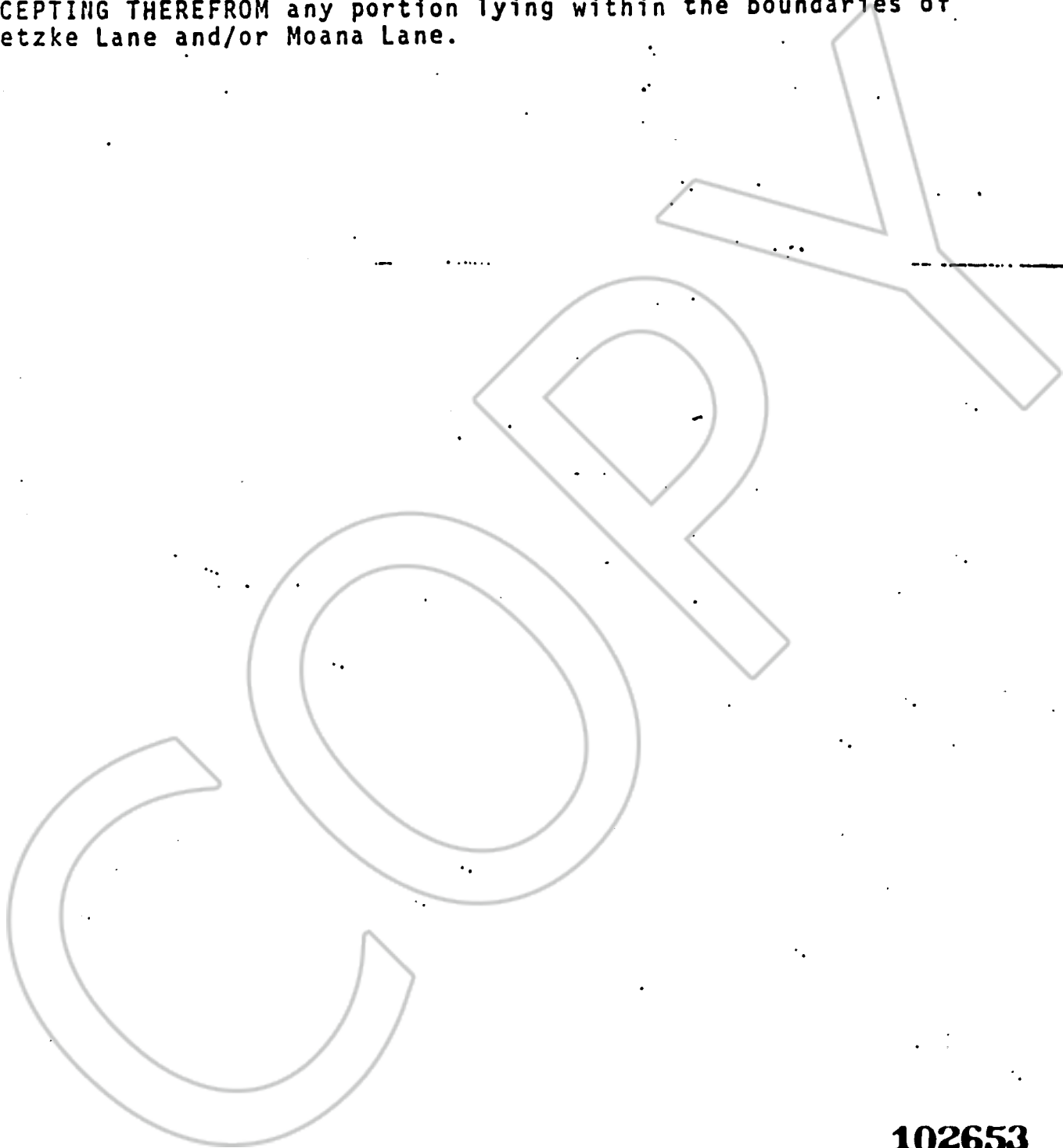


EXHIBIT "A-24"

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

All that real property being a portion of the Southwest quarter of Section 15, Township 16 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Beginning on the Easterly right of way line of Village Boulevard at the Northerly terminus of that certain curve designated A-53 as said curve and Village Boulevard are shown on the map of Industrial Subdivision No. 2, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 28, 1964, thence North $04^{\circ}47'23''$ East 48.00 feet to the Northerly terminus of Village Boulevard as said Village Boulevard is shown on the map of said Industrial Subdivision No. 2; thence continuing North $04^{\circ}47'23''$ East 112.40 feet; thence South $85^{\circ}55'41''$ East 200.90 feet; thence South $04^{\circ}47'23''$ West 200.90 feet; thence North $85^{\circ}55'41''$ West 106.99 feet to the Easterly terminus of Tahoe Boulevard as said Tahoe Boulevard is shown on the map of said Industrial Subdivision No. 2; thence continuing North $85^{\circ}55'41''$ West 53.41 feet to the Easterly terminus of said curve A-53, said curve A-53 is a tangent curve having a radius of 40.00 feet, a central angle of $90^{\circ}43'04''$; thence Northwesterly, Northerly and Northeasterly along the arc of said curve A-53 an arc distance of 63.33 feet to the true point of beginning.

EXHIBIT "A-25"

All that real property situate in the County of Washoe, State of Nevada, as follows:

Commencing at the intersection of the Northern Line of Oddie Boulevard and the Eastern Line of Silverada Boulevard as shown on the map of SILVERADA NORTH SUBDIVISION UNIT NO. 1, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 29, 1963; thence along the North Line of said Oddie Boulevard South $89^{\circ}23'03''$ East (record North $89^{\circ}55'00''$ East) 490.00 feet; thence leaving said North Line North $0^{\circ}36'57''$ East 50.00 feet to the true point of beginning thence North $0^{\circ}36'57''$ East 250.00 feet; thence South $89^{\circ}23'03''$ East parallel with the North Line of Oddie Boulevard 174.24 feet; thence South $0^{\circ}36'57''$ West 250.00 feet; thence North $89^{\circ}23'03''$ West 174.24 feet to the true point of beginning. Situate within the N1/2 of Section 6, Township 19 North, Range 20 East, M.D.B. & M.

TOGETHER WITH all that certain real property described as follows:

All that certain real property situate partly in the City of Reno and partly in the City of Sparks, County of Washoe, State of Nevada, being a portion of the North One-half (N1/2) of Section 6, Township 19 North, Range 20 East, M.D.B. & M., more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "D" as shown on that Parcel Map #1116 filed for record in the office of the Washoe County Recorder, June 19, 1980, File No. 678458; thence along the Northerly Right-of-way of Oddie Blvd. North $89^{\circ}23'30''$ West, 4.33 feet; thence North $0^{\circ}36'45''$ East, 300.00 feet; thence South $89^{\circ}23'30''$ East, 4.33 feet to the Northwest corner of the Bank Building Inc. parcel as shown on the said Parcel Map; thence South $0^{\circ}36'45''$ West, 250.00 feet to the Southwest corner of said Bank Building parcel; thence along the Southerly line of last said parcel South $89^{\circ}23'30''$ East 166.80 feet; thence along the arc of a curve to the right, from a tangent which bears South $15^{\circ}38'05''$ West, having a radius of 67.50 feet, through a central angle of $59^{\circ}09'10''$, a distance of 69.69 feet to a point of compound curvature; thence along the arc of a curve to the right, from a tangent which bears South $74^{\circ}47'15''$ West, having a radius of 199.50 feet, through a central angle of $2^{\circ}57'57''$, a distance of 10.33 feet to the Northerly Right-of-way of Oddie Blvd.; thence North $9^{\circ}23'30''$ West, 110.01 feet along said Northerly Right-of-way to the point of beginning.

EXCEPTING FROM the above described parcels all that real property granted to NORTHWEST RAINIER, a Washington General Partnership, by Deed recorded December 12, 1980, Book 1580, Page 441, Document No. 712484, Official Records of Washoe County, Nevada.

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EXHIBIT "A-26"

All that certain piece or parcel of land situate in the County of Washoe, State of Nevada, being all that portion of the West half of Section 31, Township 19 North, Range 20 East, M.D.B. & M., and that portion of Section 36, Township 19 North, Range 19 East, M.D.B. & M., described as follows:

Beginning at the intersection of the Southeast corner of Crummer Lane and the Nevada State Highway 395 South; thence along the Westerly right of way line of said Nevada State Highway 395, South $20^{\circ}31'31''$ East a distance of 222.12 feet; thence South $89^{\circ}26'35''$ West 651.62 feet to the Northwest corner of parcel conveyed to M.R. Pollard et ux. by deed recorded November 21, 1947 in Book 208, Page 197, Washoe County, Nevada, records; thence North $20^{\circ}34'54''$ West 223.70 feet to a point on the Southerly line of said Crummer Lane; thence North $89^{\circ}34'01''$ East 652.37 feet to the point of beginning.

EXHIBIT "A-27"

All that real property situate in the City of Reno, County of Washoe, State of Nevada, described as follows:

Parcel 1 as shown on PARCEL MAP NO. 1222, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 25, 1981, under File No. 725176, Official Records.

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EXHIBIT "A-28"

All that real property situate in the County of Storey, State of Nevada,
described as follows:

SURFACE RIGHTS ONLY IN AND TO Lot 1 and the North 15 feet of Lot 2
in Block 106, Range D of Virginia City, Storey County, Nevada,
according to the Official Map thereof filed in the office of the
County Recorder of Storey County, Nevada on August 17, 1865.

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EXHIBIT "A-29"

Situate in the City of Reno, County of Washoe, State of Nevada, as follows:

PARCEL 1:

Lots 1, 2, 3 and 4 in Block L of HAYDON & SHOEMAKER'S SOUTHEAST ADDITION TO RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on December 3, 1978.

EXCEPTING THEREFROM that portion of said premises conveyed to the CITY OF RENO for street purposes, in Deed dated November 23, 1956, recorded November 29, 1956, under Filing No. 267616, Deed Records.

PARCEL 2:

The West one-half of the North-South alley adjoining Lots 1 and 4 on the East, as vacated by the City of Reno, by order approved June 24, 1957, recorded July 8, 1957, under Filing No. 276303, Liens and Miscellaneous

PARCEL 3:

The East one-half of the North-South alley adjoining Lots 2 and 3 on the West, as vacated by the City of Reno, by order approved June 24, 1957, recorded July 8, 1957, under Filing No. 276303, Liens and Miscellaneous

PARCEL 4:

An easement for a common driveway over and across the East one-half of the vacated North-South alley adjoining Lots 2 and 3 on the West in said Block L of HAYDON & SHOEMAKER'S ADDITION TO RENO, as created by Agreement between CARL F. BOGART, a single man and ANGELINA GARDELLA, a single woman, dated March 12, 1957, recorded July 17, 1957, under Filing No. 276688, Bonds and Agreements.

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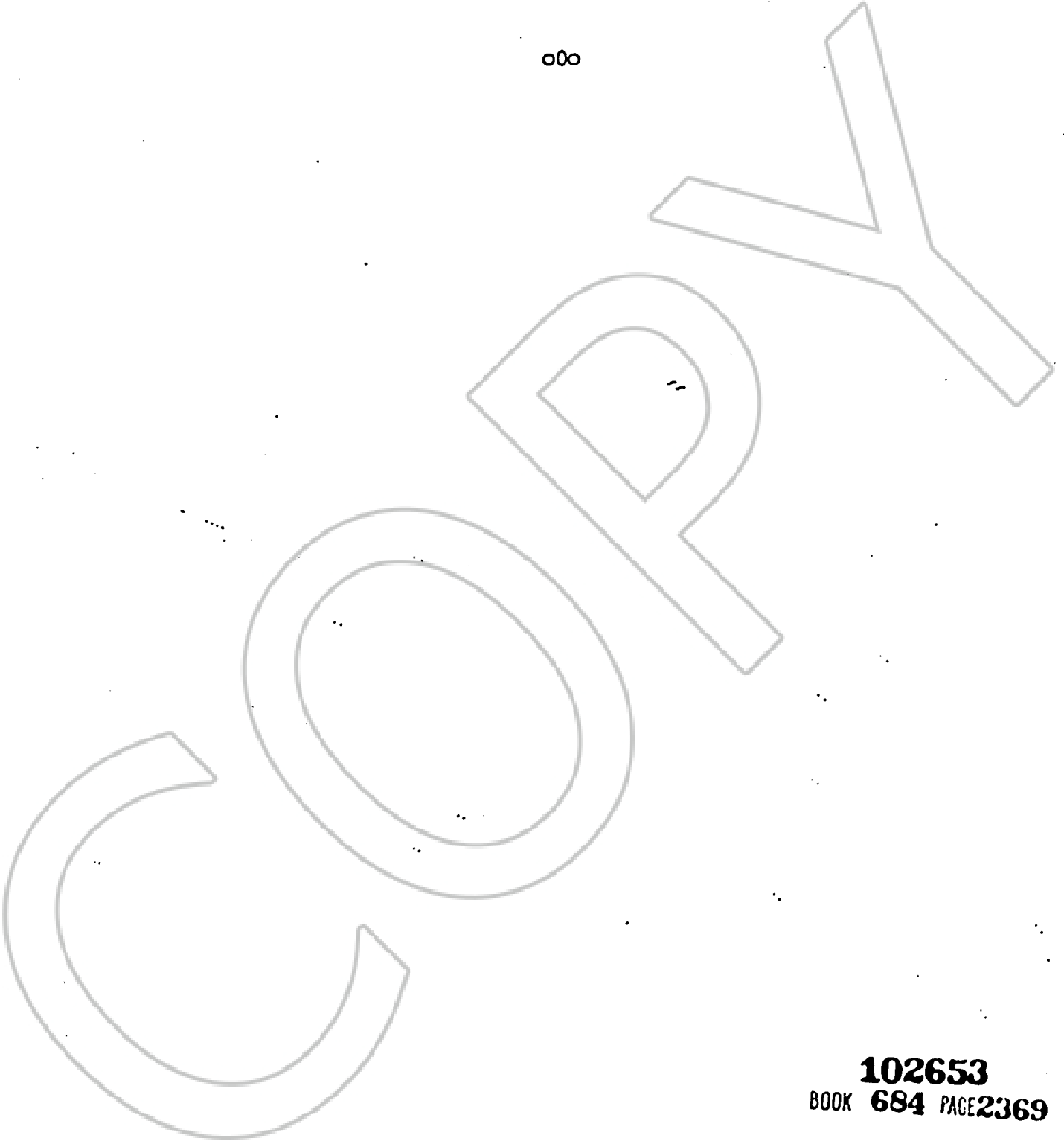
EXHIBIT "A-30"

All that real property situate in the Southeast One-Quarter of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Beginning at the most Northerly corner of Parcel 2, as shown on that certain Parcel Map, recorded October 23, 1979, Document No. 38047; thence along the Southerly right-of-way of U.S. Highway 395 South 63°25'00" East 558.95 feet to the Northwesterly corner of that certain Parcel described in Deed recorded in Book 1079, at Page 1539, Document No. 37892; thence South 26°35'00" West 334.00 feet; thence North 63°25'00" West 558.95 feet; thence North 26°35'00" East 334.00 feet to the POINT OF BEGINNING.

A.P.N. 25-050-28

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EXHIBIT "A-31"

All that real property situate in the County of Washoe, State of Nevada, described as follows:

Parcel No. 3, as shown on Parcel Map No. 1582 for JOHN A. DERMODY, INC., filed in the office of the County Recorder of Washoe County, Nevada, on January 9, 1984, as File No. 901067, Official Records.

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EXHIBIT "A-32"

Situate in the City of Sparks, County of Washoe, State of Nevada,
described as follows:

PARCEL 1:

Parcels 2 and 3 of Parcel Map 250 for SIERRA PACIFIC POWER COMPANY,
according to the map thereof, filed in the office of the County
Recorder of Washoe County, State of Nevada, on April 19, 1976, as File
No. 404626, Official Records.

EXCEPTING THEREFROM the South 30 feet of Parcel No. 3 of said Parcel
Map 250.

PARCEL 2:

Parcel 1 of Parcel Map 515 for H. M. BYARS CONSTRUCTION CO., according
to the map thereof, filed in the office of the County Recorder of
Washoe County, State of Nevada, on December 9, 1977, as File No.
502604, Official Records.

PARCEL 3:

Parcel 3 of Parcel Map 728, Amended Parcel Map for H. M. BYARS CONSTRUCTIO
CO., according to the map thereof, filed in the office of the County
recorder of Washoe County, State of Nevada, on November 27, 1978, as
File No. 572862, Official Records.

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EXHIBIT "B"

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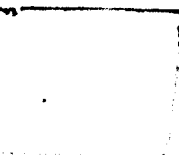


EXHIBIT C

To Deed of Trust, Assignment of Rents and Security Agreement given by Bank Building, Inc., as Trustor, in favor of First Security Bank of Utah, N.A.

I. SPECIFIC RELEASE PRICES

<u>No.</u> *	<u>Parcels</u> **	<u>Release Amount</u>
1.1A(1)	A portion of Parcel 1 of Exhibit A-16	\$ 855,000
1.1A(2)	A portion of Parcel 1 of Exhibit A-16	\$ 202,500
1.1A(2)	Exhibit A-2	\$1,398,700
1.1A(3)	Exhibit A-13	\$ 840,000
1.1A(4) (a)	A portion of Exhibit A-14	\$ 637,500
1.1A(4) (b)	A portion of Exhibit A-14	\$ 326,200
1.1A(5) (a)	A portion of Exhibit A-9	\$ 581,200
1.1A(5) (b)	A portion of Exhibit A-9	\$ 52,500
1.1A(6) (a)	A portion of Exhibit A-3	\$ 851,200
1.1A(6) (b)	A portion of Exhibit A-3	\$ 348,700
1.1A(7) (a)	A portion of Exhibit A-11	\$ 907,500
1.1A(7) (b)	A portion of Exhibit A-11	\$ 157,500
1.1A(8) (a)	A portion of Parcel 1 of Exhibit A-16	\$5,122,500
1.1A(8) (b)	A portion of Parcels 2 and 3 of Exhibit A-16	\$ 318,700
1.1A(8) (c)	A portion of Parcels 2 and 3 of Exhibit A-16	\$ 318,700
1.1A(8) (d)	A portion of Parcels 2 and 3 of Exhibit A-16	\$ 318,700
1.1A(8) (e)	A portion of Parcels 2 and 3 of Exhibit A-16	\$ 318,700

* Corresponds to Attachments to Schedule 1.1A to Master Lease between Bank Building, Inc. and Valley Bank of Nevada as per memorandum thereof recorded of even date herewith.

** Corresponds to parcel breakdown in accordance with appraisal reports prepared by Gary H. Kent, Inc., dated June 8, 1984, and by Stephen R. Johnson & Associates, Inc., dated June 12, 1984.

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	<u>Parcel</u>	<u>Release Amount</u>
1.1A(8) (f)	A portion of Parcels 2 and 3 of Exhibit A-16	\$ 318,700
1.1A(9) (a)	A portion of Exhibit A-10	\$2,196,900
1.1A(9) (b)	A portion of Exhibit A-10	\$ 450,000
1.1A(10) (a)	A portion of Exhibit A-15	\$1,391,200
1.1A(10) (b)	A portion of Exhibit A-15	\$ 442,500
1.1A(11)	Exhibit A-5	\$ 870,000
1.1A(12)	Exhibit A-12	\$ 810,000
1.1A(13)	Intentionally deleted	\$
1.1A(14) (a)	A portion of Exhibit A-8	\$ 708,700
1.1A(14) (b)	A portion of Exhibit A-8	\$ 90,000
1.1A(15)	Exhibit A-1	\$ 375,000
1.1A(16)	Exhibit A-4	\$ 866,200
1.1A(17)	Exhibit A-27	\$ 562,500
1.1A(18)	Exhibit A-28	\$ 183,700
1.1A(19)	Exhibit A-21	\$2,625,000
1.1A(20)	Exhibit A-6	\$ 161,200
1.1A(21)	Exhibit A-7	\$ 146,200
1.1A(22)	Exhibit A-32	\$1,500,000
1.1A(23)	Exhibit A-22	\$ 750,000
1.1A(24)	Exhibit A-23	\$ 975,000
1.1A(25)	Exhibit A-31	\$ 318,700
1.1A(26)	Exhibit A-25	\$ 862,500
1.1A(27)	Exhibit A-29	\$ 750,000
1.1A(28)	Exhibit A-26	\$1,200,000
1.1A(29)	Exhibit A-24	\$ 975,000
1.1A(30)	Exhibit A-30	\$1,050,000
1.1A(31)	Exhibit A-20	\$ 630,000
1.1A(32)	Exhibit A-18	\$ 721,900
1.1A(33)	Exhibit A-19	\$ 735,000

* Corresponds to Attachments to Schedule 1.1A to Master Lease between Bank Building, Inc. and Valley Bank of Nevada as per memorandum thereof recorded of even date herewith.

** Corresponds to parcel breakdown in accordance with appraisal reports prepared by Gary H. Kent, Inc., dated June 8, 1984, and by Stephen R. Johnson & Associates, Inc., dated June 12, 1984.

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II. ADDITIONAL RELEASES

Trustor may also obtain additional partial releases for portions of the Trust Property consisting of less than an entire parcel identified in the Deed of Trust, upon payment by Trustor to Beneficiary of an amount equal to seventy five percent (75%) of the appraised value of such parcel (such appraisal and appraiser to be reasonably satisfactory to Beneficiary).

III. RELEASE OF IMPROVED PROPERTY

Notwithstanding anything to the contrary herein, or in the Deed of Trust, Trustor shall not be entitled to obtain partial releases of the Trust Property, where the effect, as to any particular location, is to release only the "improved parcel" at such location, which would leave as a portion of the Trust Property, the "unimproved" adjacent parcel(s) or any part thereof. Trustor may, however, obtain partial releases of unimproved parcel(s), at any particular location, leaving the adjacent "improved parcel" as a portion of the Trust Property.

REQUESTED BY
LAWYERS TITLE INS. CORP
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
#77.00 pd
1984 JUN 26 AM 9:40

SUZANNE BEAUDREAU
RECORDER

Candace West
sep

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