

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 37912 MCA

THIS DEED OF TRUST, made this 14th day of December, 1984, between FLOYD LANE HOLDEMAN and VIRGINIA CAROL HOLDEMAN, husband & wife, herein called TRUSTOR, whose address is P.O. Box 607 (number and address) Gardnerville, Nevada (city) 89410 (zip) and LAWYERS TITLE OF NORTHERN NEVADA, INC., herein called TRUSTEE, and TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST, herein called BENEFICIARY. WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as:

Lot 124, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, as File No. 66512. A.P.N. 29-201-06

SUBORDINATION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Beneficiary joins in the execution of this instrument for the purpose of acknowledging the agreement to subordinate.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 10,875.00***** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Eiko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	J-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA }
COUNTY OF Douglas } ss.

On December 21, 1984 personally appeared before me, a Notary Public,

Floyd Lane Holdeman and

Virginia Carol Holdeman

who acknowledged that they executed the above instrument.

Signature _____ (Notary Public)

Floyd Lane Holdeman
Floyd Lane Holdeman

Virginia Carol Holdeman
Virginia Carol Holdeman

SIGNATURE OF BENEFICIARY:
Trustees of the Southern Nevada Culinary and Bartenders Pension Trust by Thomas L. Karsten Associates as Investment Manager

By: Lawrence H. Abe
Lawrence H. Abe, Senior Vice President

FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

Thomas L. Karsten Associates

10960 Wilshire Blvd., #2232

Los Angeles, CA. 90024

STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

On December 18, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence H. Abe personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Senior Vice President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Rita Schwab
NOTARY PUBLIC



COPY

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BOOK **1284** PAGE **2093**

EXHIBIT A

Subordination

Beneficiary agrees to subordinate this First Deed of Trust to a Second Deed of Trust on the subject property provided that each of the following conditions are satisfied:

(a) The Second Deed of Trust secures a promissory note in favor of a bank or savings and loan authorized to transact business in Nevada, the principal of which is not more than \$75,000.00 which bears interest not in excess of 16 % per annum and which provides for monthly interest payments within one month after date of this Deed of Trust and does not provide for any principal payment (except on default) until at least 90 days from the date of this Deed of Trust, or sale of the house, whichever occurs first.

(b) The loan represented by said promissory note is to finance the payment of all costs necessary to enable Trustor to construct improvements on the property in accordance with plans and specifications which have been approved by such lender and incidental expenses, such as construction loan interest, normally funded out of a construction loan (but not including a land draw).

(c) All of the proceeds of such loan shall be disbursed by such lender in accordance with lender's standard building loan disbursement policies for construction financing.

(d) All of the proceeds of such loan shall be applied by Trustor in accordance with the terms of the Building Loan Agreement or similar agreement entered into between Trustor and such lender for the purpose of assuring that all of the proceeds for such loan are applied by Trustor for the enhancement of the value of the property.

(e) The fees and other charges payable by Trustor in connection with the construction loan do not exceed 2 ½ points.

(f) Beneficiary's prior approval of Trustor's plans and specifications.

(g) Principal balance of the Note secured hereby shall be reduced by principal reduction of the Trustor to the sum of atleast \$7,250.00.

REQUESTED BY
LAWYERS TITLE

IN OFFICIAL RECORDS OF
COUNTY OF CLATSOP, OREGON

84 DEC 24 A9:46

SUZANNE SCHUBERT AU
RECORDER

\$ 17.00 PAID. *JL* DEPUTY

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