

Order No. \_\_\_\_\_

Escrow No. 38448MVM

When Recorded Mail To:

Helen Oka  
2319 Kaala St.  
Honolulu, HI 96822

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this 6th day of February, 1985

between

P K CONSTRUCTION, INC., a Nevada Corporation

, TRUSTOR,

whose address is

P.O. Box 2435  
(Number and Street)

Gardnerville, Nevada 89410  
(City) (State)

LAWYERS TITLE OF NORTHERN NEVADA, INC.

TRUSTEE, and

HELEN H. OKA, an unmarried woman

, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

-----, County of Douglas, State of NEVADA described as follows, to wit:

Lot 373 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.

EXCEPTION oil, gas and mineral rights

Assessment Parcel No. 29-191-01

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

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

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 \$ 6,250.00 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 on the reverse hereof; (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
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF ~~NEVADA~~ Hawaii, )  
City of Honolulu ) ss.  
County of Douglas )

On February 13, 1985  
personally appeared before me, a Notary Public,

Peter Matthew Beekhof, Jr. as Director  
of P K Construction, Inc., and  
Helen H. Oka

who acknowledged that he executed the above instrument.

[Signature] Notary Public

Signature of Trustor

BY: [Signature]  
P K CONSTRUCTION, INC.  
BY: PETER MATTHEW BEEKHOF, JR.  
DIRECTOR

[Signature]  
Helen H. Oka, Beneficiary

MANOUKIAN, SCARPELLO & ALLING, LTD.  
ATTORNEYS AT LAW

CARSON CITY OFFICE  
303 EAST PROCTOR STREET  
CARSON CITY, NEVADA 89701  
PHONE (702) 882-4577

LAKE TAHOE OFFICE  
ROUND HILL PROFESSIONAL BLDG.  
P.O. BOX 55  
ZEPHYRUS, NEVADA 89448  
(702) 588-6676

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EXHIBIT "A"

"So long as the trustor shall not be in default in performance of the covenants contained herein, or in the making of any payments due on the promissory note secured hereby, beneficiary agrees to subordinate the lien of this deed of trust to the lien of a deed of trust in favor of a recognized lending institution, made by Trustor for the purpose of financing construction upon the real property described herein. Amount of said construction financing shall not exceed the principal sum of \$ 75,000.00 It is further agreed that this deed of trust, if subordinated, shall remain junior to any extension or renewal of the construction financing.

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

REQUESTED BY  
LAWYERS TITLE

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'85 FEB 22 P3:54

SUZANNE BEAUDREAU  
RECORDER

\$6<sup>00</sup> PAID *Qu* DEPUTY

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