

When recorded mail to:
Henry R. Landauer
P. O. Box 3080
Stateline, Nevada 89449

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of March, 1985, by and between John H. Morrison and Darlene Morrison, hereinafter collectively referred to as "Trustor" whose address is 1047 Kerry Lane, Gardnerville, Nevada, 89410, and, Douglas County Title Company hereinafter collectively referred to as "Trustee", whose address is P.O. Box 1400, Zephyr Cove, Nevada, 89448, and Henry Landauer, hereinafter referred to as Beneficiary;

WITNESSETH:

Trustors do hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Douglas, State of Nevada, commonly described as follows: APNs: 25-281-04-9 (Lot 5), 25-281-05-6 (Lots 6, 7, and portion of Lot 8) and as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Including all the estate, interest, homestead or other claim, in law as or equity, which said Trustors now have or may

hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same unto the said Trustee and its successors, for the purpose of securing:

Payment of the indebtedness in the sum of \$60,000.00, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustors and delivered to Beneficiaries, and payable to the order of Beneficiaries and any and all extensions thereof payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiaries to Trustors when evidenced by the promissory note or notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiaries, and the performance and discharge of each and every obligation covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustors promise and agree to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property; and to permit Beneficiaries to enter at all reasonable times for the purpose of inspection.

SECOND: Trustors covenant to keep all buildings that may be now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiaries, for at least such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in the event such maximum insurable value is less than the foregoing, and shall be payable to the Beneficiaries to the amount of the unsatisfied obligation to Beneficiaries hereby secured, and to deliver the policy to Beneficiaries or to collection agent of

Beneficiaries, and in default thereof, Beneficiaries may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiaries shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees 12%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustors agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenants herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiaries and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustors hereby assign to the Trustee any and all rents of the above-described premises accruing after default and hereby authorize Trustee, or a receiver to be appointed on application of Trustee or Beneficiaries, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustors. At any Trustee's Sale held hereunder, Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiaries or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustors.

NINTH: This Deed of Trust is executed by the Trustors and accepted by Beneficiaries with the understanding and upon the express condition that if Trustors should make default in the performance of any of the covenants and agreements herein set forth, then, and in that event the full amount of the principal

indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenants shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustors and its successors in interest may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

TENTH: The payments required by the note secured by this Deed of Trust shall be made to Douglas County Title Company, P.O. Box 1400, Zephyr Cove, Nevada, 89448, as collection agent with instructions to disburse said payments to Beneficiary. Beneficiary will be responsible for payments directly to the holders of the Deed of Trust referred to above. Said collection agent may hereinafter be changed by the substitution of a new collection agent or eliminated wherein the payments will be made directly to Beneficiary by the execution, acknowledgment and recording of a document indicating such change by Trustors and Beneficiary or their respective assigns or successors in interest.

ELEVENTH: Provided, however, that if all or any portion of

the property which is the subject of this Deed of Trust herein described is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, which will affect in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate an the entire balance of principal and interest shall forthwith become due and payable without notice or demand.

TRUSTORS:


JOHN H. MORRISON

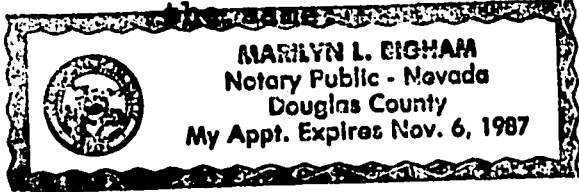

DARLENE MORRISON

114965

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State of Nevada)
)
County of Douglas) ss

On the 14th day of March, 1985, before me, a Notary Public in and for said County and State, personally appeared John H. Morrison, known to me to be the person who subscribed his name to the within instrument and acknowledged to me that he executed

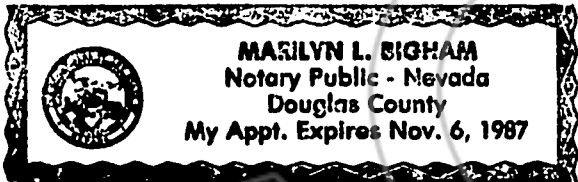


Marilyn L. Sigham

NOTARY PUBLIC

State of Nevada)
)
County of Douglas) ss

On the 14th day of March, 1985, before me, a Notary Public in and for said County and State, personally appeared Darlene Morrison, known to me to be the person who subscribed her name to the within instrument and acknowledged to me that she executed the same.



Marilyn L. Sigham

NOTARY PUBLIC

LEGAL DESCRIPTION

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

Lots 5, 6, and 7, and that portion of Lot 8, in Block D, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 8; thence North 44°54' West, 20 feet; thence North 45°06' East, 120 feet; thence South 44°54' East, 20 feet to the boundary line common to Lots 7 and 8; thence along said line South 45°06' West, 120 feet to the point of beginning, being all in Block D in Meneley Addition to the Town of Gardnerville, County of Douglas, State of Nevada, as shown on the Official Map on record in the Office of the County Recorder of Douglas County, Nevada.

Assessment Parcel Nos. 25-281-04-9 (Lot 5), 25-281-05-6 (Lots 6, 7, and Portion of Lot 8)

EXHIBIT "A"

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'85 MAR 18 P3:34

SUZANNE BEAUDREAU
RECORDER

\$13⁰⁰ PAID *OK* DEPUTY

114965

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