

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND RYDER

This Deed of Trust, made this 10th day of May, 1985, between

WILLIAM A. GUSTAFSON,  
200 E. Sandpointe Drive, Suite 102, herein called TRUSTOR,  
whose address is

(number and street) Santa Ana (city) (zone) California (state)

LAWYERS TITLE INSURANCE CORPORATION, a Nevada corporation, herein called TRUSTEE, and

CARSON WAYNE NEWTON, 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:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

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

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$1,500,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the master form deed of trust recorded April 6, 1977 in the Book and at the page, or document No. of Official Records and Real Estate Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such County, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	684193	725		Humboldt	177079	98	60	Nye	57688	200	646
Churchill	150674	110	294	Lander	86175	146	208	Carson City	69631	205	475
Douglas	8240	477	267	Lincoln	59458	20	144	Pershing	98382	82	528
Elko	013986	244	679	Washoe	457660	1068	135	Storey	40371	6	561
Esmeralda	63862	32	58	Lyon	32040			White Pine	189090	402	4
Eureka	62824	58	436	Mineral	31324	53	209				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

SEE ATTACHED RYDER FOR ADDITIONAL PROVISIONS AND TRUSTOR'S SIGNATURE.

STATE OF NEVADA,  
COUNTY OF \_\_\_\_\_ } ss.  
On \_\_\_\_\_ personally  
appeared before me, a Notary Public,

who acknowledged that he executed the above instrument.

Signature \_\_\_\_\_  
(Notary Public)

\_\_\_\_\_ executed by a Corporation the Corporation Form of Acknowledgment must be used.

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

Escrow or Loan No. \_\_\_\_\_

SPACE BELOW THIS LINE FOR RECORDER'S USE

Notarial Seal

THIS FORM COMPLIMENTS OF

RECORDERS INSURANCE

WHEN RECORDED MAIL TO

NAME FINLEY, KUMBLE, WAGNER, HEINE,  
UNDERBERG, MANLEY & CASEY  
STREET ADDRESS 9100 Wilshire Boulevard, 10E  
Beverly Hills, California 90212  
CITY & STATE Attn: Nancy H. Hendricks  
Attorney at Law

117305

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McFAUL CREEK PARCEL  
LEGAL DESCRIPTION

All that certain parcel of land situate in the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 10, and the North one-half (1/2) of Section 15, Township 13 North, Range 18 East, Mount Diablo Meridian, and being more particularly described as follows:

BEGINNING at the corner common to Sections 10, 11, 15 and 14 of Township 13 North, Range 18 East, the TRUE POINT OF BEGINNING, thence South  $00^{\circ}14'04''$  East, 1643.99 feet along the line common to Sections 15 and 14; thence leaving said Section line North  $S2^{\circ}51'23''$  West, 130 feet as described in Book 1274, Page 597, as Document Number 77041 in the Official Douglas County Records, to the Northeast corner of Lot 37, Block "B", Round Hill Village Unit No. 4, as shown and so designated on the Official Plat thereof, Document Number 31857 in the Official Douglas County Records; thence along the Northerly line of said Subdivision the following ten (10) courses and distances:

- 1) North  $82^{\circ}51'23''$  West, 174.99 feet,
- 2) South  $87^{\circ}01'35''$  West, 225.64 feet,
- 3) North  $60^{\circ}30'00''$  West, 200.00 feet,
- 4) North  $64^{\circ}00'00''$  West, 157.50 feet,
- 5) North  $57^{\circ}20'22''$  West, 608.27 feet,
- 6) North  $33^{\circ}49'20''$  West, 246.22 feet,
- 7) South  $29^{\circ}12'58''$  West, 157.68 feet,
- 8) 69.99 feet along the arc of a non-tangent curve to the left, with a radius of 225.00 feet, through a central angle of  $17^{\circ}49'27''$  from a tangent bearing North  $36^{\circ}30'00''$  West,
- 9) North  $54^{\circ}19'27''$  West, 30.70 feet, and
- 10) South  $35^{\circ}40'33''$  West, 186.02 feet

to the corner common to Lot 1, Block "A" of said Round Hill Village Unit No. 4, and Lot 8, Block "C" of Round Hill Village Unit No. 3 as shown and so designated on the Official Plat thereof, Document No. 30185, in the Official Douglas County Records; thence along the Northwesterly line of said Round Hill Village Unit No. 3 the following four (4) courses and distances:

- 1) South  $35^{\circ}40'33''$  West, 189.00 feet,
- 2) South  $56^{\circ}08'14''$  West, 225.86 feet,

EXHIBIT "A"

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3) South  $33^{\circ}49'57''$  West, 423.57 feet, and

4) South  $46^{\circ}30'16''$  West, 96.82 feet

to the Northeasterly corner of that parcel of land as described in Book 1077, page 1108, as Document No. 14151 in the Official Douglas County Records; thence along the Northwesterly line of the above-mentioned parcel the following two (2) courses and distances:

1) South  $78^{\circ}33'30''$  West, 95.00 feet, and

2) South  $65^{\circ}15'30''$  West, 84.00 feet

to the Northeasterly corner of that parcel of land described in Book 275, page 622, as Document No. 78408 in the Official Douglas County Records; thence along the Northwesterly line of said parcel the following four (4) courses and distances:

1) South  $72^{\circ}50'42''$  West, 79.34 feet,

2) South  $71^{\circ}14'56''$  West, 33.84 feet,

3) South  $60^{\circ}40'07''$  West, 157.06 feet, and

4) South  $29^{\circ}19'53''$  East, 54.19 feet

to a point in the North line of that parcel of land described in Book 82, page 243, as Document No. 50668 in the Official Douglas County Records; thence along the boundary of said parcel the following three (3) courses and distances:

1) South  $60^{\circ}40'07''$  West, 168.70 feet,

2) South  $29^{\circ}19'53''$  East, 68.00 feet, and

3) North  $60^{\circ}40'07''$  East, 168.70 feet

to the Westerly line of that parcel of land described in Book 275, page 622, as Document No. 78408 in the Official Douglas County Records; thence along said Westerly line South  $51^{\circ}12'50''$  East, 129.78 feet to the Northerly corner of Lot 11, Block "B", Round Hill Village Unit No. 3, as shown and so designated on the Official Plat thereof, Document No. 30185, in the Official Douglas County Records; thence along the Northerly boundary of said Subdivision the following six (6) courses and distances:

1) South  $36^{\circ}37'32''$  West, 381.31 feet,

2) South  $54^{\circ}54'44''$  West, 213.22 feet,

3) North  $47^{\circ}01'56''$  West, 236.78 feet,

4) North  $24^{\circ}53'28''$  West, 105.71 feet,

5) South  $85^{\circ}25'00''$  West, 251.97 feet, and

6) South  $09^{\circ}13'30''$  West, 172.82 feet

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to the Northeast corner of that parcel of land described in Book 1274, page 597, as Document No. 77041 in the Official Douglas County Records; thence along the North line of said parcel South  $85^{\circ}25'00''$  West, 339.97 feet to the Westerly Right-of-Way line of U.S. Hwy. 50 as described in Book "T", page 436, Official Douglas County Records; thence along said Right-of-Way line the following four (4) courses and distances:

- 1) 341.11 feet along the arc of a non-tangent curve to the right, with a radius of 1160.00 feet, through a central angle of  $16^{\circ}50'55''$  from a tangent bearing North  $03^{\circ}12'35''$  East,
- 2) North  $20^{\circ}03'30''$  East, 430.51 feet,
- 3) 1309.02 feet along the arc of a curve to the left, with a radius of 1040.00 feet, through a central angle of  $72^{\circ}07'00''$ , and
- 4) North  $52^{\circ}03'30''$  West, 1078.07 feet

to a point on the South line of Section 10 and the Southwesterly corner of Lot 14, Block "6", of Zephyr Heights 2nd Addition, Document No. 6530 in the Official Douglas County Records; thence along said Section line and the South line of Zephyr Heights 2nd Addition and the South line of Zephyr Heights No. 4, Document No. 10441 in the Official Douglas County Records, North  $89^{\circ}59'30''$  East, 2173.24 feet to the one-quarter ( $1/4$ ) corner common to Sections 10 and 15; thence along the North-South centerline of Section 10 and the East line of said Zephyr Heights No. 4, and the East line of Zephyr Knolls No. 4, Document No. 12699 in the Official Douglas County Records, North  $00^{\circ}04'21''$  East, 1308.65 feet to the Northwest corner of the South one-half ( $1/2$ ) of the Southeast one-quarter ( $1/4$ ) of Section 10; thence along the North line of the South one-half ( $1/2$ ) of the Southeast one-quarter ( $1/4$ ) of Section 10, North  $89^{\circ}57'30''$  East, 2638.68 feet to the East line of Section 10; thence along said East line South  $00^{\circ}04'15''$  West, 1308.66 feet to the POINT OF BEGINNING.

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EXCEPTING AND SAVING THEREFROM the following two (2) parcels of land:

**PARCEL 1**

All that certain parcel of land as described in Book 82, page 249, as Document No. 50670 in the Official Douglas County Records.

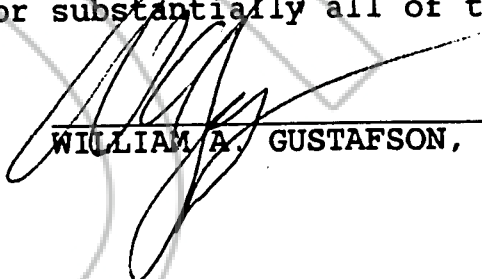
**PARCEL 2**

All that certain parcel of land as described in Book 1279, page 519, as Document No. 39477 in the Official Douglas County Records.



RYDER TO SHORT FORM DEED OF TRUST  
AND ASSIGNMENT OF RENTS

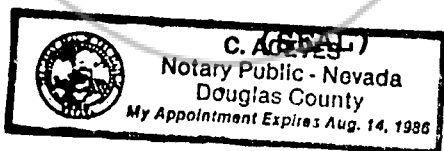
The financial stability and ability of Trustor are a substantial and material consideration to Beneficiary in its agreement to make the \$1,500,000 loan to Trustor evidenced by the this Note. The transfer of the Property may significantly and materially alter and reduce Beneficiary's security for the Note. In order to induce Beneficiary to make the loan secured hereby, Trustor agrees not to transfer the Property, or any portion thereof or interest therein, assign, hypothecate or encumber the Property without the prior written consent of Beneficiary. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to this Deed of Trust, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or guarantor of the Note from any liability thereunder without the prior written consent of Beneficiary. In the event of any such transfer or assignment or hypothecation or encumbrance of the Property without the written consent of Beneficiary, Beneficiary shall have the absolute right at its option, without demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. As used herein, "transfer" includes the sale, agreement to sell, transfer or conveyance of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, or the lease of all or substantially all of the Property.

  
\_\_\_\_\_  
WILLIAM A. GUSTAFSON, trustor

STATE OF NEVADA        )  
                                  )    ss.  
COUNTY OF Douglas    )

On May 13 \_\_\_\_\_, 1985, personally appeared before me, a Notary Public, William A. Gustafson who acknowledged that he executed the above instrument.

  
\_\_\_\_\_  
Notary Public



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

85 MAY 13 P3:56

SUZANNE BEAUDREAU  
RECORDER

\$ 10.00 PAID JL DEPUTY

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