

D-52109-PR

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND REQUEST FOR SPECIAL NOTICE

THIS DEED OF TRUST, made this 23rd day of May, 1985, between

Marvin L. Oates, herein called TRUSTOR,

whose address is 8401 Jackson Road Sacramento California 95826 (number and street) (city) (state) (zip code)

and Greater Capital Corporation, a California Corporation, herein called BENEFICIARY,

whose address is 1633 Bayshore Hwy., Suite 239, Burlingame, CA 94010 (number and street) (city) (state) (zip code)

and CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called TRUSTEE,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

(See Exhibit "B")

NOTICE: THIS IS AN ALL-INCLUSIVE DEED OF TRUST and the provisions of Exhibit "A" attached hereto are incorporated herein by this reference as though set forth in full.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

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 \$ 800,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

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 Deed of Trust recorded in the Book and at the page, or document No. of Official 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.:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists recording information for Clark, Churchill, Douglas, Elko, Esmeralda, Garfield, Humboldt, Lander, Lincoln, Washoe, Lyon, and Mineral counties.

(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.

In accordance with Section 107.090, NRS, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded \_\_\_\_\_ as Document No. \_\_\_\_\_ in Book \_\_\_\_\_, Official Records of \_\_\_\_\_ County, Nevada, as affecting above described property, executed by X [Signature] as Trustor in which \_\_\_\_\_ is named as beneficiary, and \_\_\_\_\_ as Trustee, be mailed to \_\_\_\_\_ whose address is \_\_\_\_\_ (Number and Street) (City) (State) (Zip Code)

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

[Signature] MARVIN L. OATES

who acknowledged that he executed the above instrument.

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

Title Order No. D-52109-PR

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

SPACE BELOW THIS LINE FOR RECORDER'S USE

Notarial Seal

THIS FORM COMPLIMENTS OF CHICAGO TITLE INSURANCE COMPANY WHEN RECORDED MAIL TO

Name: Greater Capital Corp. 1633 Bayshore Highway #239 Street Address: Burlingame CA City & State: 94010

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EXHIBIT "A"

ADDENDUM TO DEED OF TRUST

The following provisions are hereby incorporated in the Deed of Trust of even date herewith between Marvin L. Oates, as Trustor, and Greater Capital Corporation, as Beneficiary.

**NOTICE:** This is an All-Inclusive Deed of Trust. This All-Inclusive Deed of Trust is subject and subordinate to a prior deed of trust as follows:

(1) Deed of trust executed by Greater Capital Corporation, a California Corporation, as Trustor, to First Santa Clara, a California Corporation, as Trustee, in favor of Caisse Centrale De Cooperation Economique, a French Corporation, as Beneficiary, dated November 30, 1983, recorded November 5, 1983, in Book 1283, Page 148, of the Official Records of the County of Douglas, State of Nevada (hereinafter referred to as the "included Deed of Trust"), securing an obligation in the amount of Eight Hundred Thousand DOLLARS (\$800,000.00) (hereinafter referred to as the "Included Indebtedness").

At all times the net equity of Beneficiary hereunder shall be the difference between the then unpaid balance of this All-Inclusive Promissory Note and the sum of the then unpaid balance of the Included Indebtedness.

It is agreed by Trustor and Beneficiary that Beneficiary and its successors and assigns shall make or cause to be made all payments of principal and interest required to be made pursuant to the terms of the Included Indebtedness and shall comply with, observe and perform all provisions of the Included Deed of Trust securing the Included Indebtedness, and hereby agrees to save harmless Trustor, its successors and assigns, of and from any claim, demand or liability arising out of or in connection with the Included Indebtedness or the Included Deed of Trust, Trustor may elect to cure said default and any payment made in connection therewith shall be credited against the indebtedness of Trustor to Beneficiary and shall be deducted from the payment or payments next to become due.

(3) In the absence of any default by Trustor hereunder, upon payment by Trustor of all sums of principal and interest under the All-Inclusive Promissory Note the payment of which this All-Inclusive Deed of Trust secures, Beneficiary shall, concurrently therewith, pay in full the then unpaid balance of the Included Indebtedness and shall further cause the reconveyance of the lien of the Included Deed of Trust. All fees, costs and penalties incurred or suffered by Beneficiary in so paying in full the then unpaid balance of the Included Indebtedness and causing the reconveyance of the lien of the Included Deed of Trust shall be borne and paid by Beneficiary, and Beneficiary shall indemnify and hold harmless Trustor from the same.

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Each payment by the Trustor to Beneficiary under the All-Inclusive Promissory Note shall be credited first to the interest then due, and the remainder on the principal sum. Trustor agrees that in the event of any default in payment of any when due, Beneficiary shall have the right to declare the entire unpaid balance of principal, together with all accrued interest thereon, to be forthwith fully due and payable without notice. Principal and interest shall be payable in lawful money of the United States.

In the event of a foreclosure of this All-Inclusive Deed of Trust under the power of sale provisions contained herein, the Beneficiary shall be entitled to bid in by way of a credit at such sale the amount of Beneficiary's net equity in this All-Inclusive Deed of Trust (being the difference between the then outstanding principal balance of this All-Inclusive promissory Note and the then unpaid principal balance of the Included Indebtedness, plus all advances and other disbursements, costs and expenses which Beneficiary may be law be permitted to include in Beneficiary's bid. The purchaser at such sale shall take title to the real property security hereof subject to the Included Deed of Trust, and any cash funds bid in at such sale in excess of the amount of Beneficiary's credit bid shall belong to and be paid to the person or persons who would otherwise be entitled thereto under Nevada law had Beneficiary's net equity hereunder been secured by a Third Deed of Trust rather than by this All-Inclusive Deed of Trust. Upon such sale, the Beneficiary, its successors and assigns, shall be under no further obligation in connection with either the Included Indebtedness, or the Included Deed of Trust as said obligation is specified herein.

In the event any action is commenced to enforce payment of the All-inclusive Promissory Note or performance of any of the terms thereof, or hereof, or to determine any matter related thereto or hereto, the prevailing party in such action shall be entitled to such reasonable attorneys' and experts' fees as may be awarded by the Court, in addition to all other recoverable damages and costs.

The rights and obligations hereunder shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Notwithstanding any terms contained herein to the contrary, the All-Inclusive Note secured hereby shall be non-recourse to Trustor in that the property encumbered hereby shall be the sole security for its payment and in the event of a foreclosure, the trustor shall, in no event, be liable for the payment of any further amounts.

Dated: May 24, 1985

Trustor:   
Marvin L. Oates

Beneficiary: Greater Capital Corporation

  
Steven A. Cohn  
Vice President

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }  
County of San Mateo } SS.

On this the 23 day of May 1985, before me,

Dana L. Pierson  
the undersigned Notary Public, personally appeared

STEVEN A. COHN

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as VICE PRESIDENT or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



Dana L. Pierson  
Notary's Signature

710 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }  
County of Sacramento } SS.

On this the 24th day of May 1985, before me,

Daniel S. Buhler  
the undersigned Notary Public, personally appeared

Marvin L. Oates

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.  
WITNESS my hand and official seal.



Daniel S. Buhler  
Notary's Signature

710 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364

EXHIBIT "B"

The County of Douglas, State of Nevada, as follows, to-wit:

Lot 1, Block A; Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block B; Lots 11 and 12, Block C; Lots 13, 14, 15 and 16, Block D; Lots 17, 18, 19, 20, 21, 22, 23 and 24, Block E; Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, Block F; as set forth on that certain Map entitled "Marron Estates", recorded September 9, 1980, as Document No. 48330, Official Records, Douglas County.



REQUESTED BY  
*1st Commercial Title Inc.*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

'85 MAY 29 P3:39

SUZANNE BEAUDREAU  
RECORDER

\$9.00 PAID RL DEPUTY 117937

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