

AFTER RECORDING MAIL TO:
TAHOE SAVINGS AND LOAN ASSOCIATION
P. O. BOX 829
SO. LAKE TAHOE, CA. 95705

DEED OF TRUST

2005370(c)

LOAN NO. _____

THIS DEED OF TRUST, made this 1ST day of FEBRUARY, 1986,
by and between NOEL LANCE BERNATH AND MARTIN JEFFREY
CADDEN AS JOINT TENANTS, Trustor,
and FIRST AMERICAN TITLE COMPANY OF NEVADA, a corporation organized and existing
under and by virtue of the laws of the State of Nevada, Trustee for

TAHOE SAVINGS AND LOAN ASSOCIATION, a California corporation

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with
power of sale, all that certain property in the City of STATELINE, NEV.
County of DOUGLAS, State of Nevada, more particularly described as follows:

ALL REAL PROPERTY AS DESCRIBED IN
EXHIBIT "A" AND MADE A PART OF

AND, ALSO all the estate, interest, homestead or other claim, as well in law as in equity,
which said Trustor now has 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 an indebtedness in the sum of \$ 11,120.00, 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 Trustor and delivered to Beneficiary, and
payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of
such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to
Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums
with interest thereon becoming due or payable under the provisions hereof to either Trustee or to
Beneficiary, and the performance and discharge of each and every obligation, covenant and
agreement of Trustor herein contained or herein adopted by reference.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees 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.

SECOND: Trustor covenants to keep all buildings that may 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 Beneficiary, for 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 and shall be payable to Beneficiary to the amount of the unsatisfied obligation to
Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Bene-
ficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs,
and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

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THIRD: The following covenants Nos. 1,3,4, (at the rate set forth in the note which this Deed of Trust secures), 5,6,7, (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: The Beneficiary hereunder reserves the right to accept or reject an assumption, and if an assumption is accepted said Beneficiary reserves the right to impose the following conditions: (1) An increase in the interest rate; (2) A reasonable processing fee; (3) The payment of an assumption fee of three percent of the unpaid principal balance of the loan being assumed. Said Beneficiary also reserves the right to waive all or any part of such fees and costs.

FIFTH: Trustor agrees 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.

SIXTH: 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 covenant herein adopted by reference.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of Beneficiary 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.

EIGHTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, 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 Beneficiary. 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 Beneficiary or there absent person.

NINTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

Martin Jeffrey Cadden
Martin Jeffrey Cadden

Noel Lance Bernath
Noel Lance Bernath

STATE OF
COUNTY OF

) ss

WITNESSED BY

Candice Ruhl
Candice Ruhl

STATE OF CALIFORNIA) ss.
COUNTY OF Placer

On February 24, 1986, before me, the undersigned, a Notary Public in and for

said State, personally appeared Candice Ruhl, personally

known to me (or if doubtful to me on the basis of the oath of

a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as

a witness thereto, who being by me duly sworn, deposed and said:

That he/she resides in Truckee, California.

that he/she

was present and saw Martin Jeffrey Cadden

and Noel Lance Bernath, personally

known to him/her to be the same person(s) described in and who

executed the within instrument, as a party(ies) thereto, sign, seal

and deliver the same and that said party(ies) duly acknowledged

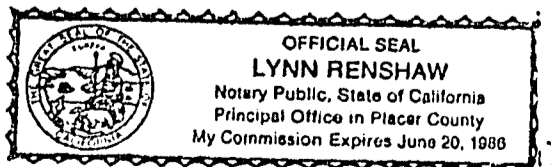
in the presence of said affiant, that he/she/they executed the

same, and that said affiant, thereupon at the party's(ies) request,

subscribed his/her name as a witness thereto.

WITNESS my hand and official seal.

Signature *Lynn Renshaw*



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(This area for official notarial seal)

3000 (6/82) - (Witness) First American Title Company

In and To an undivided 1/11th interest in the following: .

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Unit 2, as set forth on the Condominium Map of Lot 15, Tahoe Village Unit No. 3, filed for record August 27, 1979 in Book 879, Page 1951, Document No. 36007, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 1/4th interest in and to those portions designated as Common Area as set forth on the Condominium Map of Lot 15, Tahoe Village Unit No. 3, filed for record August 27, 1979 in Book 879, Page 1951, as Document No. 36007, County, State of Nevada.

Assessor's Parcel No. 42-060-02.

EXHIBIT "A"

REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 MAR 10 P12:00

SUZANNE BEAUBREAU
RECORDER

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