

THIS DEED OF TRUST, made this 6th day of February 19 87 between

H & S CONSTRUCTION, INC., a Nevada corporation

whose address is P.O. Box 2077 Minden, NV. 89423 herein called TRUSTOR, (Number and Street) (City) (State)

LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada corporation herein called TRUSTEE, and

TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to-wit:

Lot 420, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the office of the County Recorder of Douglas County, Nevada, on March 27, 1974, as File No. 72456.

Should the Trustor hereunder voluntarily sell, assign, convey, transfer, or otherwise dispose of the property, or any part thereof, which is encumbered hereby, or enter into a land sale contract or permit itself to be divested of equitable or record title, without the prior written consent of the holder of the Note secured hereby, then irrespective of the maturity dated in such Note, the holder of the Note shall have the right, at the option of the holder, to declare all sums owing thereunder immediately due and payable.

BENEFICIARY JOINS IN THE EXECUTION OF THIS INSTRUMENT FOR THE PURPOSE OF ACKNOWLEDGING THE AGREEMENT TO SUBORDINATE. SUBORDINATION AGREEMENT: SEE EXHIBIT "A" ATTACHED HERETO.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 12,205.10***** 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 herein; (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, 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 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their corresponding document details.

(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.

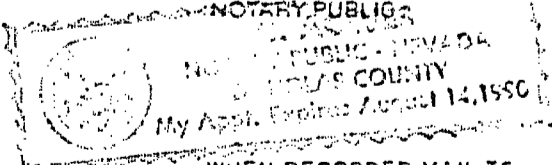
Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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 hereinbefore set forth.

STATE OF NEVADA County of Douglas On 3-18-87 personally appeared before me, a Notary Public, RANDALL S. HARRIS, KNOWN TO BE THE PRESIDENT AND who acknowledged that he executed the above instrument.

SIGNATURE OF TRUSTOR H & S CONSTRUCTION, INC. BY: RANDALL S. HARRIS, PRESIDENT SIGNATURE OF BENEFICIARY TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST, BY THE KARSTEN COMPANIES AS INVESTMENT MANAGER BY: LAWRENCE ABE, SENIOR VICE PRESIDENT



WHEN RECORDED MAIL TO: The Karsten Companies 12121 Wilshire Blvd. #900 L. A. CA. 90025

FOR RECORDER'S USE 151604 387 PAGE 1711

EXHIBIT "A"

Terms and conditions for Loan Subordination:

Seller's agreement to subordinate its deed of trust to a construction loan deed of trust shall be subject to the following terms and conditions:

1. Construction loan deed of trust amount shall not exceed \$55,000.00.
2. Construction loan interest rate shall not exceed 14.00% for recordation of construction loan deed of trust.
3. Buyer shall not be in default under any of the terms and conditions of any deeds of trust under which it is a trustor and seller is a beneficiary.

End of Exhibit

STATE OF CALIFORNIA }
 County of Los Angeles } ss.

On this 2nd day of March A.D. one thousand nine hundred and eighty seven

personally appeared before me, a Notary Public in and for the County of Los Angeles, State of CALIFORNIA

LAWRENCE ABE known to me to be the SENIOR VICE PRESIDENT of the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp the day and year in this certificate first above written.

Terri Riker

CARLISLE'S FORM NO. 28N (ACKNOWLEDGMENT-CORPORATION) B2631

REQUESTED BY LAWYERS TITLE

IN OFFICE OF RECORDS OF

37 MAR 18 P3:38

REC'D BY [Signature]

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