

DOUGLAS COUNTY

"Trustor has granted an option to purchase real property covering this promissory note and deed of trust, said option contains terms and conditions which can accelerate the due date of the note at any time prior to July 6, 1988 by OPTION HOLDER JOE FEDELE ET AL." Order No. 201727VM

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 1st day of July, 1987 between

EVERETT TEMME, AND SELENA TEMME, husband and wife, TRUSTOR,

whose address is 177 Riverside Dr. New Port Beach, CA 92663
(Number and Street) (City) (State/Zip)

First Nevada Title Company, a Nevada corporation, TRUSTEE, and
FEDELETY CORP. EMPLOYEE'S PENSION PLAN, BENEFICIARY,

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

-----, County of Douglas, State of NEVADA described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

In the event the trustor sells, conveys or otherwise transfers the value of all of the property or interests therein, conveyance of the property shall be subject to the obligation of the trustor to pay to the beneficiary the balance due and payable in full prior to the maturity date expressed on the note secured hereby.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR RIDER.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 280,000.00 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

Table with 4 columns: COUNTY, BOOK, PAGE, DOC. NO. and 4 columns: COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their corresponding record information.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him as his address above set forth.

STATE OF NEVADA
County of Douglas

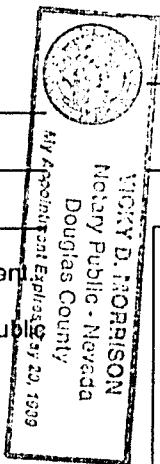
Signature of Trustor
Everett Temme Selena Temme
EVERETT TEMME AND SELENA TEMME

On July 10, 1987

personally appeared before me, a Notary Public,
Everett Temme and Selena Temme

who acknowledged that they executed the above instrument

Notary Public



FOR RECORDER'S USE

When Recorded Mail To: Joe Fedele
P.O. Box 11
Tarzana, CA 91356

158056
BOOK 787 PAGE 1378

EXHIBIT "A"

LEGAL DESCRIPTION

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

TOWNSHIP 10 NORTH, RANGE 22 EAST, M.D.B. & M.:

- Section 13: All.
- Section 23: All excepting therefrom the Northwest 1/4, the North 1/2 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4 and the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4.
- Section 24: All.
- Section 25: North 1/2; Fractional North 1/2 of Southwest 1/4 lying North of a traverse line "B" hereinafter described; Fractional East 1/2 of Southeast 1/4 lying North of a traverse line "B" hereinafter described.
- Section 26: North 1/2 Fractional South 1/2 lying North of a traverse line "B" hereinafter described.

EXCEPTING THEREFROM that portion of Section 13 shown on two records of survey filed in the Office of the County Recorder of Douglas County on October 10, 1969 in Book 1 of Maps under Recorder's filing Numbers 45990, 45991, and Parcel Maps for R. G. Whitney and Dan Walsh recorded as Document No. 17012 and 18550.

TOWNSHIP 9 NORTH, RANGE 23 EAST, M.D.B. & M.:

- Section 6: South 1/2 of Southeast 1/4; Southeast 1/4 of Southwest 1/4 lying East of a traverse line "A" hereinafter described.
- Section 7: Northeast 1/4; East 1/2 of Northwest 1/4; Fractional West 1/2 of Northwest 1/4 lying East of traverse line "A" hereinafter described.

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B. & M.:

- Section 7: Lot 3 (Northwest 1/4 of Southwest 1/4, excepting therefrom that portion lying northerly of the southerly right-of-way line of State Route 3 [208]), Southeast 1/4 of Southwest 1/4; Southeast 1/4 of Southeast 1/4.

- Section 8: Southeast 1/4 of Southeast 1/4.
- Section 17: Southeast 1/4 of Northeast 1/4, Northwest 1/4 of Northwest 1/4; Fractional East 1/2 of the Southeast 1/4 lying above the 5010 foot contour line of Hoyo Canyon Reservoir.
- Section 18: North 1/2; and the West 1/2 of the Southwest 1/4.
- Section 19: South 1/2; and the West 1/2 of the Northwest 1/4.
- Section 20: Southwest 1/4.
- Section 30: North 1/2, Fraction South 1/2 lying North of a traverse line "B" hereinafter described.
- Section 31: Fractional East 1/2 of West 1/2 of Southeast 1/4 lying East of a traverse line "A" hereinafter described; Fractional East 1/2 of East 1/2 lying East of a traverse line "A" hereinafter described.

Traverse line "A" above referred to is described as follows:

COMMENCING at a point which lies South 14°4' West 714.3 feet from the West quarter corner of Section 19, Township 9 North, Range 23 East, M.D.B. & M., thence along the fence known as the East fence of the Lancaster field North 5°20' East 15333.0 feet; thence West 208.0 feet; thence North 0°22' West 4294.0 feet, whence the Northeast corner of Section 1, Township 9 North, Range 22 East, M.D.B. & M., bears South 87°22' West 1216.0 feet; thence South 88°5' East 2000 feet; thence North 85°44' East 604.0 feet; thence North 2°58' West 1125.5 feet; thence North 14°40' East 4898 feet to the end of traverse "A" being a point in the Southeast 1/4 of Southeast 1/4 of Section 30, Township 10 North, Range 23 East, M.D.B. & M., which is the beginning point of traverse "B" above mentioned; said point lies North 14°40' East 822 feet from an intersection with the South boundary of Section 30 at a point North 88°30' West 417 feet from the Southeast corner of Section 30, Township 10 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM that portion described in the Final Order of Condemnation filed in the First Judicial District Court of the State of Nevada, in and for the County of Douglas on July 22, 1965, as Case No. 2251, recorded July 22, 1965 in Book 33, Page 85.

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B. & M.:

Traverse line "B" above referred to is described as follows:

BEGINNING at the said last mentioned point at the end of Traverse "A", thence North 82°56' West 9062.0 feet, ending across Walker River near the end of Topaz Lake outlet canal and 100 feet South of the Center line thereof; thence North 450 feet; thence South 56°7' West 566 feet; thence South 65°21' West 2879.3 feet; thence South 81°55' West 611.3 feet; thence South 81°55' West 611.3 feet; thence North 86°47' West 5991.0 feet.

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

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20 and 24, as set forth on Division of Land Map for the Estate of JOSEPH T. BANNER, and FRANK C. BOSLER, filed in the Office of the County Recorder of Douglas County, Nevada, on January 18, 1984, as File No. 84344.

TOGETHER WITH THE FOLLOWING EASEMENTS WHICH ARE APPURTENANT TO ALL OF THE ABOVE-DESCRIBED REAL PROEPRTY (WHICH REAL PROPERTY IS HEREINAFTER REFERRED TO AS "THE REAL PROPERTY"):

1. The non-exclusive right to use all easements appurtenant to the Real Property, or used in connection therewith, including, but not limited to, any and all easements for ingress and egress which may have been acquired by prescription;

2. Non-exclusive easements of a width required by the County of Douglas for an approved subdivision, over, across and through certain property situate in Douglas and Lyon Counties, State of Nevada, which is hereinafter referred to as "Released Land", and which is more particularly described as follows:

That portion of the Released Land situate in Douglas County, Nevada, is described as follows:

TOWNSHIP 9 NORTH, RANGE 23 EAST, M.D.B. & M.:

Section 5: South 1/2 of South 1/2.

Section 6: Southeast 1/4 of Northeast 1/4.

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B. & M.:

Section 4: Southeast 1/4 of Southwest 1/4;
South 1/2 of Southeast 1/4.

Section 8: Southeast 1/4 of Southwest 1/4.

- Section 9: North 1/2 of Northeast 1/4;
 Southwest 1/4 of Northeast 1/4;
 Northwest 1/4 of Northwest 1/4;
 Southeast 1/4 of Northwest 1/4;
 Northwest 1/4 of Southwest 1/4;
 Southeast 1/4 of Southwest 1/4;
 Northwest 1/4 of Southeast 1/4;
 South 1/2 of Southeast 1/4.
- Section 15: Fraction North 1/2 of Southwest 1/4 of
 Northwest 1/4 of Northwest 1/4 lying
 below the 5010 foot contour line of Hoye
 Canyon Reservoir.
- Section 16: Northwest 1/4; North 1/2 of Northeast
 1/4; Fractional North 1/2 of Southwest
 1/4 and Fractional North 1/2 of South
 1/2 of Northeast 1/4 lying below the
 5010 foot contour line of the Hoye
 Canyon Reservoir.
- Section 17: Northwest 1/4 of Southwest 1/4; South
 1/2 of Southwest 1/4; Fractional West
 1/2; Southeast 1/4 lying below the 5010
 foot contour of the Hoye Canyon
 Reservoir; Northwest 1/4 of Northeast
 1/4; Southeast 1/4 of Northwest 1/4.
- Section 18: Southeast 1/4; Northeast 1/4 of
 Southwest 1/4; Southeast 1/4 of
 Southwest 1/4.
- Section 19: Northeast 1/4; East 1/2 of the Northwest
 1/4.
- Section 20: Northwest 1/4.

That portion of the Released Land situate in Lyon
 County, Nevada, is described as follows:

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B. & M.:

- Section 3: Southwest 1/4 of Southwest 1/4.
- Section 10: East 1/2 of Northwest 1/4; Northwest 1/4
 of Southwest 1/4.
- Section 15: North 1/2 of Northwest 1/4.

The centerline of the above-described easements over the Released Land shall be the centerline of any and all roadways on the Released Land which now exist or which may hereafter come into existence; which non-exclusive easements shall be for the purposes of pedestrian and vehicular ingress and egress to and from the Real Property, and installation and maintenance of all pipes, poles, lines and other equipment necessary to provide utility services to the Real Property;

3. The non-exclusive right to use any and all easements which have been or may be hereafter acquired by grantee which are appurtenant to the Released Land or any part thereof;

4. Those certain easements evidenced by the following described recorded maps:

(a) A map entitled "Record of Survey for the Estate of Joseph T. Banner....and Frank C. Bosler" recorded on June 7, 1977, in the office of the County Recorder of Douglas County, Nevada, under File No. 33203, Official Records; and

(b) A map entitled "A Map for Application to the Bureau of Land Management for Right of Way in Section 8, Township 10 North, Range 23 East, M.D.B. & M.", filed in the office of the Bureau of Land Management under File No. N-25706 (2800), Official Records;

5. Non-exclusive easements of a width required by the County of Douglas for an approved subdivision, over, across and through any and all lands hereafter acquired by the owner or owners of the Released Land in Section 7 of Township 10 North, Range 23 East, M.D.B. & M., or in Section 12 of Township 10 North, Range 22 East, M.D.B. & M., at a location or locations to be selected by the owner or owners of the Real Property, which locations shall not unreasonably interfere with the use of such after-acquired property by the owner or owners of the Released Land, which non-exclusive easements shall be for the purposes of pedestrian and vehicular ingress and egress to and from the Real Property, and the installation and maintenance of all pipes, poles, lines and other equipment necessary to provide utility services to the Real Property;

AND TOGETHER WITH THE FOLLOWING:

(i) An undivided seventy-five percent (75%) of the waters and water rights evidenced by the following certificates:

Water Right Certificate No. 4927 on file at Book 14, Page 4927, under Application No. 12885 with the State of Nevada, Department of Water Resources; and

Water Right Certificate No. 4834, on file at Book 14, Page 4834, under Application No. 12884 with the State of Nevada, Department of Water Resources; and

Water Right Certificate No. 4928 on file at Book 14, Page 4928, under Application No. 13013 with the State of Nevada, Department of Water Resources;

(ii) Any and all other water rights appurtenant to the Real Property or used in connection therewith;

(iii) Any and all minerals and mineral rights, including, but not limited to, oil and gas rights and profits and geothermal rights, appurtenant to the Real Property.

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LD:PLDG28

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EXHIBIT "B"

RIDER

An option to purchase has been granted to Joe Fedele, at P.O. Box 11, Tarzana, California 91356 upon terms and conditions which affects the due date of the Promissory Note secured by this Deed of Trust. It is specifically understood by Trustor and Beneficiary and agreed to herein that if the aforesaid option to purchase is not recorded in Nevada prior to August 1, 1987, Then the Promissory Note that this Trust Deed secures shall be, at the option of the Beneficiary herein, all due and payable immediately and without notice.

COPY

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

'87 JUL 10 P12:51

SUZANNE BEAUDREAU
RECORDER

\$12⁰⁰ PAID *Ch* DEPUTY

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