

THIS DEED OF TRUST, made this 16th day of February, 1988, between

NEVADA JOHNSON, INC., a Nevada corporation

whose address is P.O. Box 2435 Gardnerville, NV. 89410

herein called TRUSTOR,

(Number and Street)

(City)

(State)

WESTERN TITLE COMPANY, 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 509, 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.

THIS DEED OF TRUST IS JUNIOR AND SUBORDINATE TO A DEED OF TRUST TO RECORD CONCURRENTLY HEREWITH, IN THE AMOUNT OF \$60,000.00 IN FAVOR OF MAX ROSETH. BENEFICIARY JOINS IN THE EXECUTION OF THIS INSTRUMENT FOR THE PURPOSE OF ACKNOWLEDGING THE SUBORDINATION.

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 \$ 13,021.77***** 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.:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	116986	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	591	Lander	41172	3	758	Pershing	57488	28	58
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Elko	14831	43	343	Lyon	88486	31 mtgs.	449	Washoe	407205	734 Tr. Deed	221
Esmeralda	26291	3H deeds	138-141	Mineral	76648	16 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39602	3	283	Nye	47157	67	163				

(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

ss.

On 3-8-88 personally appeared before me, a Notary Public, Kirk A. Johnson, known to be the President and who acknowledged that he executed the above instrument.

SIGNATURE OF TRUSTOR

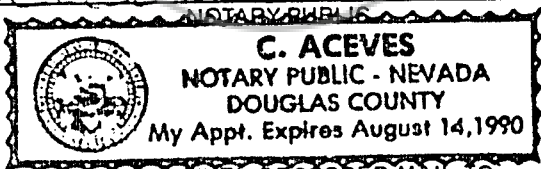
NEVADA JOHNSON, INC.

By: Kirk A. Johnson, President

SIGNATURE OF BENEFICIARY TRUSTEES OF THE SOUTHERN NEVADA CULINARY AND BARTENDERS PENSION TRUST BY KARSTEN REALTY ADVISORS

BY: STEVE WOODRUM, EXEC. U.P.

FOR RECORDER'S USE



KARSTEN REALTY ADVISORS 12121 Wilshire Blvd., #900 Los Angeles, CA. 90025

STATE OF CA

County of Sonoma

ss.

On this 4th day of March A.D. one thousand nine hundred and eighty eight

personally appeared before me, Kirsten Marie Torres, Notary Public in and for the County of Sonoma, State of CA

Steve Morrison known to me to be the E.V.P. 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.

Kirsten Marie Torres

CARLISLE'S FORM NO. 28N — (ACKNOWLEDGMENT—CORPORATION) D2631



REQUESTED BY WESTERN TITLE COMPANY, INC. IN OFFICIAL RECORDS OF CLARK COUNTY, NEVADA

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SUZANNE BEAUDREAU RECORDER CLERK DEPUTY

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