

22/1015

1 FOR VALUE RECEIVED, we, James R. Ahrens and Sandra  
2 L. Ahrens, City of Stateline, State of Nevada, "Assignor"  
3 herein, sell, assign, endorse and transfer with recourse to  
4 NEVADA BANKING COMPANY, City of Stateline, State of Nevada,  
5 "Assignee" herein, our right, title and interest in and to  
6 the attached Deed of Trust, the Note therein referred to and  
7 attached thereto, and the property covered thereby, and author-  
8 ize "Assignee" to do every act and thing necessary to collect  
9 and discharge the same.

10 "Assignor" warrants and agrees to defend the title  
11 of the property conveyed against all lawful claims and demands  
12 except the right of the maker of the Note and Deed of Trust.

13 For the purpose of inducing "Assignee" to accept  
14 the instruments, as security and not as discharge of "Assign-  
15 nor's" debt, "Assignor" makes the following representations  
16 and warranties:

17 1. The instrument above-mentioned are bona fide  
18 and were executed by the person or persons whose signature  
19 or signatures appear therein.

20 2. Such person or persons were of legal age and  
21 competent to execute the instruments at the time of execution  
22 thereof.

23 3. The property, which is the subject of the Deed  
24 of Trust, is truly and accurately described.

25 4. The property is in possession of the maker of  
26 the Deed of Trust.

27 5. The amount owing on the Note is correctly stated  
28 therein, less payments made since execution thereof.

29 6. The instruments comply in all respects with  
30 applicable Federal and State laws.

31 7. The maker or makers of the instruments, to the  
32 best of "Assignor's" knowledge, have no counterclaims, set-

1 offs or defenses.

2 8. Should any of these representations or warranties  
3 be false or should any claim or breach of warranty be made  
4 by the maker or makers of the instruments, "Assignor" shall  
5 pay to "Assignee" on demand the balance of the unpaid Note  
6 underlying this transfer of security without further demand.

7 In further consideration of "Assignee's" acceptance  
8 of the Note and Deed of Trust, "Assignor" guarantees payment  
9 of the full amount remaining unpaid of the assigned Note,  
10 to the extent necessary to pay the balance owing by "Assignor"  
11 to "Assignee". If default is made in any installments, "Assign-  
12 nor" promises to pay the full amount then unpaid to "Assignee"  
13 on demand, and "Assignee" shall have no duty to proceed in  
14 any way against the maker or makers of the instruments, as  
15 a condition precedent to payment of the unpaid balance to  
16 "Assignee".

17 "Assignor" promises and covenants that they shall  
18 not in any way vary or attempt to vary the terms of the  
19 Promissory Note hereby accepted by "Assignee", the time, place  
20 and manner of payment of the Note, and further covenants that  
21 they shall make no assignments or attempted assignments without  
22 the prior written consent of the "Assignee".

23 "Assignor" waives lack of diligence, notice of non-  
24 payment and non-performance.

25 This Assignment is for security purposes only.  
26 Securing an obligation owed by "Assignor" to "Assignee".  
27 No novation is intended, nor shall one be deemed to have taken  
28 place. No discharge of the underlying obligation of "Assignor"  
29 is intended, nor shall one be deemed to have taken place.

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1 IN WITNESS WHEREOF, we have executed this Assignment  
2 at Douglas County, Stateline, Nevada, this 17th day of  
3 March, 1988.

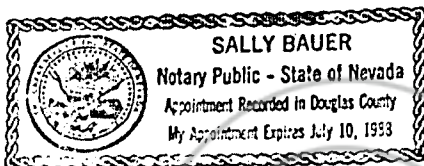
4 "ASSIGNOR"

5 James R Ahrens  
6 James R. Ahrens

7 Sandra L. Ahrens  
8 Sandra L. Ahrens  
9

10  
11 STATE OF NEVADA )  
12 COUNTY OF DOUGLAS ) ss.

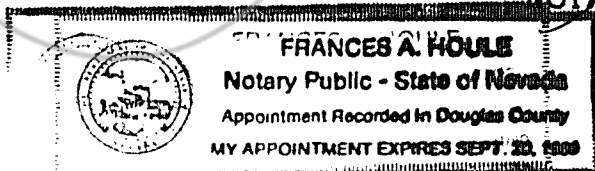
13 On the 18 day of March, 1988, personally  
14 appeared before me and known to me, a Notary Public, James  
15 R. Ahrens, who acknowledged to me that he executed the within  
16 instrument for the purposes and intent therein mentioned.



19 Sally Bauer  
20 NOTARY PUBLIC

21  
22 STATE OF NEVADA )  
23 COUNTY OF DOUGLAS ) ss.

24 On the 18th day of March, 1988, personally  
25 appeared before me and known to me, a Notary Public, Sandra  
26 L. Ahrens, who acknowledged to me that she executed the within  
27 instrument for the purposes and intent therein mentioned.



30 Frances A. Houle  
31 NOTARY PUBLIC  
32

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 11th day of January, 1988, between

JOHN GIANOTTI and MARY GIANOTTI, husband and wife, herein called TRUSTOR, whose address is P. O. Box 1233 (Number and Street) Zephyr Cove (City) NV (State)

STEWART TITLE OF DOUGLAS COUNTY, herein called TRUSTEE, and

JAMES AHRENS and SANDRA AHRENS, husband and wife as joint tenants, 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, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

IN THE EVENT THAT TRUSTORS SHALL SELL OR CONTRACT TO SELL THE PARCEL OF LAND HEREBY ENCUMBERED, WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF BENEFICIARIES, THE BALANCE OF PRINCIPAL AND INTEREST THAT SHALL THEN REMAIN UNPAID ON THE OBLIGATION HEREBY SECURED SHALL FORTHWITH BECOME DUE AND PAYABLE, ALTHOUGH THE TIME OF MATURITY AS EXPRESSED THEREIN SHALL NOT HAVE ARRIVED.

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 \$ 239,000.00 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, 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 including Clark, Churchill, Douglas, Elko, Esmeralda, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine with their respective document numbers, books, and pages.

(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 ss. On Jan 11, 1988 personally appeared before me, a Notary Public, John and Mary Gianotti who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR JOHN GIANOTTI MARY GIANOTTI

Raul Fernandez NOTARY PUBLIC



MANOUKIAN, SCARPELLO & ALLING, LTD. ATTORNEYS AT LAW CARSON CITY OFFICE 303 EAST PROCTOR STREET CARSON CITY, NEVADA 89701 TELEPHONE (702) 882-4577 LAKE TAHOE OFFICE ROUND HILL PROFESSIONAL BUILDING P. O. BOX 55 ZEPHYR COVE NEVADA 89448 TELEPHONE (702) 388-8676

174932 BOOK 388 PAGE 3092 171555 BOOK 188 PAGE 3285

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:

Lot 13, as shown on the Amended map of LAKERIDGE ESTATES NO. 1, filed in the office of the County Recorder of Douglas County, Nevada, on February 23, 1959, as Document No. 14083.

Together with the following described parcel of land:

Commencing at the most Northerly corner of Lot 13, Lake Ridge Estates No. 1 subdivision revised plat, as said subdivision is recorded on February 23, 1959 in Book 1 of Maps of Douglas County, Nevada; thence South  $45^{\circ}50'$  West 112.7 feet to a point, said point being on the right of way of Pine Point Drive; thence Southeast  $01^{\circ}20'59''$  39.5 feet to a point; thence Southeast  $52^{\circ}38'26''$  30.0 feet to a point; thence Northeast  $87^{\circ}01'00''$  39.0 feet to the True Point of Beginning; thence Northwest  $63^{\circ}49'25''$  21.83 feet to a point; thence along a curve to the left with a central angle of  $90^{\circ}13'43''$  a radius of 45 feet and an arc distance of 70.86 feet to the Northwest corner of Lot 13; thence Southeast  $01^{\circ}20'59''$  39.5 feet to a point; thence Southeast  $52^{\circ}38'26''$  30.0 feet to a point; thence Northeast  $87^{\circ}01'00''$  39.0 feet to the True Point of Beginning.

Excepting therefrom the following described portion of said Lot 13:

Commencing at the most Northerly corner of Lot 13, Lake Ridge Estates No. 1 subdivision revised plat, as said subdivision is recorded on February 23, 1959 in Book 1 of Maps of Douglas County, Nevada; thence South  $45^{\circ}50'$  West 112.7 feet to a point, said point being on the right of way of Pine Point Drive, thence Southeast  $01^{\circ}20'59''$  39.5 feet to a point; thence Southeast  $52^{\circ}38'26''$  30.0 feet to a point; thence Northeast  $87^{\circ}01'00''$  39.0 feet to the True Point of Beginning; thence Northeast  $87^{\circ}01'00''$  93.0 feet to a point; thence Southeast  $27^{\circ}29'00''$  23.00 feet to a point; thence along a curve to the right with a central angle of  $63^{\circ}31'00''$  a radius of 63.190 feet and an arc distance of 70.05 feet to a point; thence Northwest  $61^{\circ}26'14''$  42.28 feet to the True Point of Beginning.

Assessment Parcel No. 03-180-28

REQUESTED BY  
*Marcus & Scarpello et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'88 JAN 28 A10:25

174932

BOOK 388 PAGE 3093

SUZANNE BEAUDREAU  
RECORDER

171555

600 PAID DEPUTY

BOOK 188 PAGE 3286

COPY

REQUESTED BY  
**STEWART TITLE OF DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

RECORDED  
INDEXED  
'88 MAR 24 11:59

174932  
SUZANNE BEAUDREAU  
RECORDER BOOK 388 PAGE 3094  
10 PAID *ef* DEPUTY