

DEED OF TRUST WITH ASSIGNMENT OF RENTS

#M46327CA B&C

THIS DEED OF TRUST, made this 2nd day of October, 1989, between

MICHAEL W. FLIER AND CAROL R. FLIER, husband and wife as joint tenants as to an undivided 30% interest; JAMES F. CHAMBERLAIN, an unmarried man as to an undivided 30% interest; WELDON L. FLIER, a single man as to an undivided 25% interest; and MARJORIE H. FLIER, a single woman as to an undivided 15% interest herein called TRUSTOR, whose address is

5399 Sierra Vista Ave., Riverside, CA. 92505
(Number and Street) (City) (State)

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and

FIDELITY INVESTMENTS, INC., a Nevada corporation 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:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

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 \$ 500,000.00***** 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.:

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~~ NEVADA
COUNTY OF Douglas

ss.

On 10-18-89 personally appeared
before me, a Notary Public, MICHAEL W. FLIER
WELDON L. FLIER

who acknowledged that they executed the above instrument.

SIGNATURE OF TRUSTOR

Michael W. Flier
MICHAEL W. FLIER

Carol R. Flier by Michael W. Flier as her Attorney in fact
CAROL R. FLIER

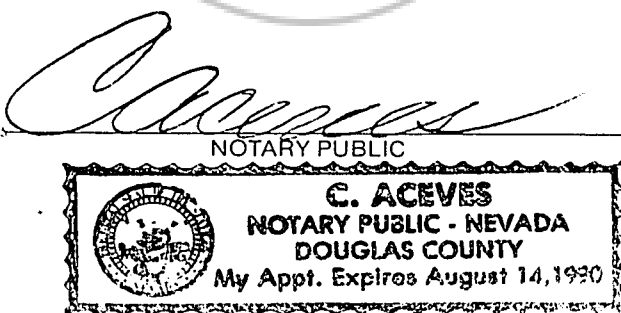
James F. Chamberlain by Michael W. Flier as his Attorney in fact
JAMES F. CHAMBERLAIN

Weldon L. Flier
WELDON L. FLIER

Marjorie H. Flier by Michael W. Flier as her Attorney in fact
MARJORIE H. FLIER

213286

BOOK 1089 PAGE 2355



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) 588-6076

EXHIBIT "A"

LEGAL DESCRIPTION

(WILDHORSE UNIT 3)

That portion of the Northwest 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.& M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northwestern corner of Lot 16, Block B of Wildhorse Unit 1 as per map recorded in Book 889, Page 623, as Document No. 208064, Official Records of the County of Douglas, State of Nevada; thence N. 5° 06' 00" E., 190.00 feet; thence N. 4° 22' 43" E., 91.67 feet; thence N. 0° 46' 02" E., 86.95 feet; thence N. 3° 03' 56" W., 86.95 feet; thence N. 85° 01' 05" E., along a radial line 150.00 feet to a point on a curve, concave to the West and having a radius of 1450.00 feet; thence Northerly along said curve through a central angle of 13° 01' 05", an arc distance of 329.45 feet; thence N. 18° 00' 00" W., 12.44 feet; thence S. 76° 13' 37" W., 217.74 feet; thence S. 42° 09' 49" W., 197.81 feet; thence N. 89° 54' 00" W., 350.00 feet; thence N. 0° 06' 00" E., 450.00 feet; thence N. 76° 13' 37" E., 583.19 feet; thence N. 70° 01' 55" E., 398.30 feet; thence S. 89° 54' 00" E., 800.00 feet to a point on the Westerly right-of-way line of Vicky Lane (80.00 feet wide, measured at right angles); thence Southerly along said Westerly line S. 0° 06' 00" W., 215.00 feet; thence N. 89° 54' 00" W., 70.00 feet; thence S. 72° 38' 03" W., 123.91 feet; thence S. 66° 00' 54" W., 195.00 feet to a point on a curve, concave to the Southwest and having a radius of 352.00 feet, a radial line through said point bears N. 66° 31' 27" E.; thence Southeasterly along said curve through a central angle of 8° 20' 53", an arc distance of 51.29 feet; thence S. 74° 52' 20" W., along a radial line, 50.00 feet; thence S. 72° 59' 38" W., 141.13 feet; thence S. 15° 01' 38" E., 59.05 feet; thence S. 6° 35' 45" W., 58.79 feet; thence S. 75° 31' 22" W., 437.67 feet to a point on a curve, concave to the Southwest and having a radius of 1510.00 feet, a radial line through said point bears N. 77° 29' 55" E.; thence Southeasterly along said curve through a central angle of 12° 17' 14", an arc distance of 323.82 feet; thence S. 83° 20' 36" E., 285.00 feet; thence S. 1° 17' 57" W., 153.00 feet to the Northwestern corner of Lot 22, Block C of said Wildhorse Unit 1; thence Southerly and Westerly along the Northerly line of said Wildhorse Unit 1, S. 25° 15' 20" W. 129.61 feet; thence S. 54° 12' 17" W., 129.26 feet; thence N. 84° 54' 00" W., 356.18 feet to the POINT OF BEGINNING.

Said Parcel Contains 22.940 Acres, more or less.

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DESCRIPTION

PARCEL NO. 1:

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

All that portion of the Northwest 1/4 of Section 33, Township 14 North, Range 20 East, M. D. B. & M., lying Southerly of the Southerly right of way line of Stephanie Lane as described in the deed to the County of Douglas, dated June 27, 1984 and recorded August 2, 1984, in Book 884 of Official Records, Page 213, Douglas County, Nevada, as Document No. 104488.

EXCEPTING THEREFROM that portion lying within Vicky Drive.

FURTHER EXCEPTING THEREFROM all the portion of said land as shown on official map of Wildhorse Unit #1 filed in the office of the County Records of Douglas County, State of Nevada on August 3, 1989 in Book 889 of Official Records, Page 450, Douglas County, Nevada, as Document No. 207982

FURTHER EXCEPTING THEREFROM that portion of said land lying within its boundaries of the tentative maps of Wildhorse Units 2 and 3

A portion of A.P.N. 21-090-21

PARCEL NO. 2:

Being the North 1/2 of the Southwest 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.&M.

EXCEPTING therefrom any portion lying within Vicky Lane

FURTHER EXCEPTING THEREFROM all the portion of said land as shown on official map of Wildhorse Unit #1 filed in the office of the County Records of Douglas County, State of Nevada on August 3, 1989, in Book 889 of Official Records, Page 450, Douglas County, Nevada, as Document No. 207982

A.P.N. 21-290-59

PRE3/CC

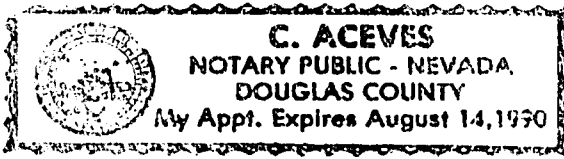
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BOOK 1089 PAGE 2357

STATE OF NEVADA

County of Douglas ss.

On this 18th day of October in the year one thousand nine hundred and eighty nine personally appeared before me, CACEVES



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in Douglas County, Nevada the day and year last above written.

for said Douglas County MICHAEL W. FLIER

known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of CAROL R. FLIER

and he, the said MICHAEL W. FLIER acknowledged to me that he signed the name of the said CAROL R. FLIER

thereto as principal and he is own name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

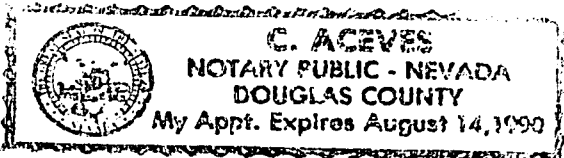
CARLISLE'S FORM NO. 24N-(ACKNOWLEDGMENT-ATTORNEY IN FACT)

B33970

STATE OF NEVADA

County of Douglas ss.

On this 18th day of October in the year one thousand nine hundred and eighty nine personally appeared before me, CACEVES



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in DOUGLAS COUNTY, NEVADA the day and year last above written.

for said Douglas County MICHAEL W. FLIER

known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of JAMES F. CHAMBERLAIN

and he, the said MICHAEL W. FLIER acknowledged to me that he signed the name of the said JAMES F. CHAMBERLAIN

thereto as principal and he is own name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

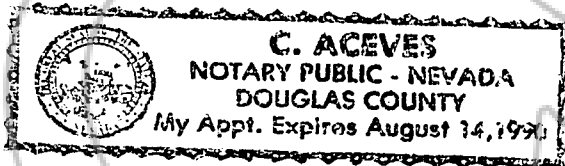
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B33970

STATE OF NEVADA

County of Douglas ss.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in Douglas County, Nevada the day and year last above written.

for said Douglas County MICHAEL W. FLIER

known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of MARJORIE H. FLIER

and he, the said MICHAEL W. FLIER acknowledged to me that he signed the name of the said MARJORIE H. FLIER

thereto as principal and he is own name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

CARLISLE'S FORM NO. 24N-(ACKNOWLEDGMENT-ATTORNEY IN FACT)

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REQUESTED BY WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

'89 OCT 19 P4:02

SUZANNE BEAUDREAU RECORDER

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\$ 8.00 PAID K12 DEPUTY BOOK 1089 PAGE 2358