

This Deed of Trust, made this 16TH day of NOVEMBER 1989, between

PETER S. GUILFOYLE, A MARRIED PERSON, AS HIS SOLE AND SEPARATE /PROPERTY, herein called TRUSTOR, whose address is P. O. BOX 11319, ZEPHYR COVE NV 89448 (number and street) (city) (zone) (state)

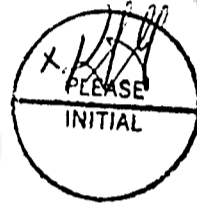
FOUNDERS TITLE COMPANY OF NEVADA, a corporation, herein called TRUSTEE, and /SIERRA TAHOE BANCORP

TRUCKEE RIVER BANK, A CALIFORNIA BANKING CORPORATION, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in DOUGLAS County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN: 05-302-40

In the event of sale or transfer of the real property covered by this Deed of Trust, the entire balance of the principal and interest secured hereby shall, at the option of the holder hereof, become immediately due and payable.



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. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of ~~50,000.00~~ \$*50,000.00** executed by Trustor in favor of Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part hereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, reconvey any part of said property; consent in writing to the making of any map or plat thereof, join in granting any easement thereof, or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
 - (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby, and Beneficiary may at its option by itself or by a receiver to be appointed by the Court, without regard to the adequacy of any security for indebtedness, enter and take possession of the property, exclude the Grantor, collect the rents and apply them to the indebtedness pursuant to the Assignment of Rent set forth above
10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada
 - (a) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty
 - (b) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed
 - (c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser

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11. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, without bringing any action or proceeding, and irrespective of whether declaration of default has been delivered to Trustee, either in person by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, hold, occupy, possess and enjoy the same, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents and terms of rents, in his own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, all as determined by Beneficiary, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
13. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act. The bringing of any action under the Deed of Trust for enforcement of any right under the Deed of Trust, including the right to rent, should not be construed to be a waiver of any other right thereunder.
14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
15. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
17. The following covenants, No. 1, 2, (\$ 3, 4 (10%), 5, 6, 7 (reasonable %) of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

STATE OF NEVADA, }
 COUNTY OF _____ } SS.

Signature of Trustor
Peter S. Guilfoyle
 x PETER S. GUILFOYLE

GENERAL ACKNOWLEDGMENT

NO. 201

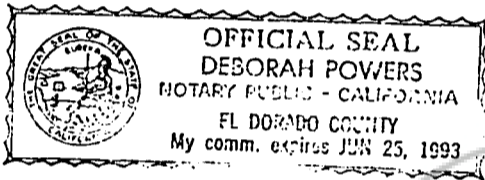
State of California }
 County of El Dorado } SS.

On this the 22 day of November 1989, before me,

Deborah Powers

the undersigned Notary Public, personally appeared

Peter S. Guilfoyle



personally known to me
 proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is subscribed to the
 within instrument, and acknowledged that he executed it.
 WITNESS my hand and official seal.

Deborah Powers
 Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:

Title or Type of Document Deed of Trust
 Number of Pages 3 Date of Document 11/16/89
 Signer(s) Other Than Named Above None

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmel Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

Deed of Trust
 WITH POWER
 (LONG FORM)
 Founders Title Co
 of Nevada
 AS TRUSTEE

COMPLETE STATEWIDE TITLE
 WITH ONE LOCAL CA

secured by said deed of trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RECORDING REQUESTED BY

FIRST NEVADA TITLE COMPANY
 ESCROW NO. 205087

AND WHEN RECORDED MAIL TO

Name TRUCKEE RIVER BANK
 Street Address P. O. BOX BD
 City & State TRUCKEE CA 95734
 LOAN NO. 1470001224
 ATN: BARBARA TUCKER

215664

BOOK 1189 PAGE 3713

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXHIBIT "A"

DESCRIPTION SHEET

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 Lot 9 and Lot 10, Block A, ROUND HILL VILLAGE UNIT NO. 3, recorded November 24, 1965, Document No. 30185, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence North $60^{\circ}15'02''$ East, 126.85 feet; thence North $20^{\circ}47'42''$ West, 7.53 feet; thence North $79^{\circ}17'06''$ East, 27.62 feet; thence along a curve concave to the Northwest with a radius of 20 feet, a central angle of $11^{\circ}34'14''$ and an arc length of 4.04 feet, the chord of said curve bears South $15^{\circ}19'27''$ East, 4.03 feet; thence along a curve concave to the Northeast with a radius of 45 feet, a central angle of $82^{\circ}46'57''$ and an arc length of 65.02 feet, the chord of said curve bears South $20^{\circ}14'53''$ East, 59.51 feet; thence South $28^{\circ}21'39''$ West, 128.59 feet; thence North $85^{\circ}53'59''$ West, 90.00 feet; thence North $02^{\circ}03'08''$ West, 91.38 feet to the POINT OF BEGINNING.

Said parcel further shown on Record of Survey/Lot Line Adjustment recorded May 18, 1988 in Book 583, Page 2573, Document No. 178322 of Official Records.

Assessor's Parcel No. 05-302-40

REQUESTED BY
FIRST NEVADA TITLE COMPANY

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'89 NOV 30 A11:42

SUZANNE BLAUDREAU
RECORDER

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BOOK 1189 PAGE 3714

