

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2nd day of February, 1990, between

CAL PENINSULA EXCHANGE INC., a California corporation

whose address is 2150 North First Street, Suite 330, San Jose, CA 95131

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada corporation

herein called TRUSTEE, and

DANIELLE A. WOODS, an unmarried woman, BRIAN D. WOODS, an unmarried man, and GARY K. WOODS, an unmarried man, ALL AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in County of Douglas, State of Nevada, to-wit:

Parcels A and B as set forth on Parcel Map for Conrad Stitser et ux, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on September 9, 1985, in Book 985, page 693, as Document No. 122869, Together with all the property situate within the exterior boundaries for Parcels A & B and designated as Common Area as set forth on the above referenced Parcel Map.

- APN 29-202-46 Parcel A
29-202-47 Parcel B
29-202-48 Common Area

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 \$ 75,000.00 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 columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their corresponding document details.

(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

On _____ personally appeared before me, a Notary Public, _____ who acknowledged that _____ executed the above instrument.

NOTARY PUBLIC

SIGNATURE OF TRUSTOR

CAL PENINSULA EXCHANGE INC

BY: [Signature] ARTHUR A. MARQUEZ, Vice President

WHEN RECORDED MAIL TO:

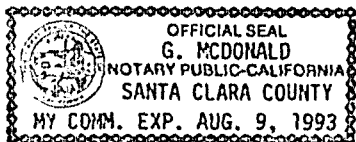
Ms. Danielle W. Woods, Mr. Brian D. Woods and Mr. Gary K. Woods: 820 "B" Wagon Drive Gardnerville, Nevada 89410

220001

CORPORATE ACKNOWLEDGMENT

CAL-24

State of California _____ }
County of Santa Clara } SS.



On this the 2 day of February 1990, before me,

G. McDonald
the undersigned Notary Public, personally appeared

Arthur A. Marquez

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
VICE PRESIDENT or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

G. McDonald
Notary's Signature

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 FEB 12 P3:55

SUZANNE BLAUDREAU
RECORDER

220001

\$6⁰⁰ PAID K18 DEPUTY
BOOK 290 PAGE 1542