

1 RECORDING REQUESTED BY:
2 MILOS TERZICH, LTD.
3 P.O. Box 608
4 Gardnerville, NV 89410
5 WHEN RECORDED, MAIL TO:
6 MILOS TERZICH, LTD.
7 P.O. Box 608
8 Gardnerville, NV 89410

9
10 DEED OF TRUST

11 THIS DEED OF TRUST, made this 4th day of
12 April, 1976, by and between ANTHONY LAWRENCE ROMANO and
13 ELAINE ROMANO, husband and wife, as Trustor, and FIRST NEVADA
14 TITLE as Trustee, and JOSEPH F. CIATTI and NANCY P. CIATTI,
15 husband and wife, as Beneficiary.

16 W I T N E S S E T H

17 That said Trustor hereby grants, conveys and confirms
18 unto said Trustee in trust with power of sale, the following
19 described real property situate in the County of Douglas, State
20 of Nevada, to wit:
21 Lot 17, as shown on the map of Glenbrook Unit No. 1, filed in the
22 office of the County Recorder of Douglas County, Nevada, on
23 June 1, 1977, as Instrument No. 09693, in Book 677 of Maps, at
24 page 33.

25 Together with a membership in Glenbrook Homeowners' Association,
26 subject to the provisions of the Articles of Incorporation and
27 By-Laws of said Association.

28 APN 1-152-12

TOGETHER WITH all and singular the tenements,
hereditaments and appurtenances, excepting therefrom the life
estate presently owned by Beneficiary.

As additional security, Trustor hereby assigns all
rents from such property and 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

1 and retain such rents, issues and profits as they become due and
2 payable.

3 Upon any such default, Beneficiary may at any time
4 without notice, either in person, by agent, or by a receiver to
5 be appointed by a court, and without regard to the adequacy of
6 any security for the indebtedness hereby secured, enter upon and
7 take possession of said property or any part thereof, in his own
8 name, or otherwise collect such rents, issues and profits,
9 including those past due and unpaid, and apply the same, less
10 costs and expenses of operation and collection, including
11 reasonable attorney's fees, upon any indebtedness secured hereby,
12 and in such order as Beneficiary may determine.

13 The entering upon and taking possession of said
14 property, the collection of such rents, issues and profits, and
15 the application thereof as aforesaid, shall not cure or waive any
16 default or notice of default hereunder or invalidate any act done
17 pursuant to such notice.

18 TO HAVE AND TO HOLD the same unto the said Trustee and
19 its successors, upon the trusts hereinafter expressed:

20 As security for the payment of TWO HUNDRED FOURTEEN
21 THOUSAND FORTY DOLLARS (\$214,040.00) in lawful money of the
22 United States of America, with interest thereon in like money and
23 with expenses and counsel fees according to the terms of the
24 promissory note dated June 1, 1981, except that payments shall be
25 due and owing on the first (1st) of each and every month, for
26 said sum executed and delivered by the Trustor to the
27 beneficiary; also as security for the payment and performance of
28 every obligation, covenant, promise or agreement herein or in
said note or notes contained.

Once Trustor obtains actual possession of the premises
by reason of Trustor's remainder interest, Trustor promises and
agrees to pay when due all claims for labor performed and
materials furnished for any construction, alteration or repair
upon the above described premises; to comply with all laws
affecting said property or relating to any alterations or
improvements that may be made thereon; not to commit, suffer or
permit any acts upon said property in violations of any law,
covenant, condition or restriction affecting said property.

Once Trustor obtains actual possession of the premises
by reason of Trustor's remainder interest, Trustor promises to
properly care for and keep the property herein described in first-
class condition, order and repair, to care for, protect and
repair all buildings and improvements situate thereon; and
otherwise to protect and preserve the said premises and the
improvements thereon and not to commit or permit any waste or
deterioration of said buildings and improvements or of said
premises. If the above described property is farm land, Trustor
agrees to farm, cultivate and irrigate said premises in a proper,
approved and husbandlike manner.

223486

1 Trustor agrees to pay any deficiency arising from any
2 cause after application of the proceeds of the sale held in
3 accordance with provisions of the covenants hereinafter adopted
4 by reference.

5 The rights and remedies hereby granted shall not
6 exclude any other rights or remedies granted by law, and all
7 rights and remedies granted hereunder or permitted by law shall
8 be concurrent and cumulative. A violation of any of the
9 covenants herein expressly set forth shall have the same effect
10 as the violation of any covenant herein adopted by reference.

11 In the event of any tax or assessment on the interest
12 under this deed of trust it will be deemed that such taxes or
13 assessments are upon the interest of the Trustor, who agrees to
14 pay such taxes or assessments although the same may be assessed
15 against the Beneficiary or Trustee.


16 All the provisions of this instrument shall inure to,
17 apply and bind the legal representatives, successors and assigns
18 of each party hereto.

19 In the event of a default in the performance or payment
20 under the deed of trust or the security for which this deed of
21 trust has been executed, any notice given under N.R.S. 107.080
22 shall be given by registered letter to the Trustor addressed as
23 follows: 6026 Shelter Bay, Mill Valley, California 94941, and
24 such notice shall be binding upon the Trustor, Assignees or
25 Grantee from the Trustor.

26 It is expressly agreed that the trusts created hereby
27 are irrevocable by the Trustor.

28 IF THE TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID
PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN, OR SHALL BE
DIVESTED OF HIS/HER TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARY
OR INVOLUNTARY, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY,
IRRESPECTIVE OF THE MATURITY DATES EXPRESSED IN ANY NOTE
EVIDENCING SAME, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT
DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

DATED this 4 day of April, 1990


ANTHONY LAWRENCE ROMANO

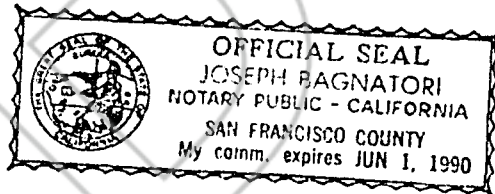

ELAINE ROMANO

1 STATE OF CALIFORNIA)
) ss.
2 COUNTY OF MARIN)

3 On this 4th day of April, 1990, personally
4 appeared before me, a Notary Public in and for said County and
5 State, ANTHONY LAWRENCE ROMANO and ELAINE ROMANO, known to me to
6 be the persons described in and who executed the foregoing DEED
7 OF TRUST, who acknowledged to me that they executed the same
8 freely and voluntarily, and for the uses and purposes therein
9 mentioned.

10 IN WITNESS WHEREOF, I have hereunto set my hand and
11 affixed my official seal in the County and State above-named, the
12 day and year in this certificate first above written.

13 *Joseph Bagnatori*
14 _____
15 NOTARY PUBLIC



21 REQUESTED BY:
22 *Diana L. L...*
23 IN OFFICIAL RECORDS OF
24 DOUGLAS CO., NEVADA

25 '90 APR -6 P3:12

27 SUZANNE BLAUDREAU
28 RECORDER 223486

\$ fee PAID DEB
BOOK 490 PAGE 914