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1 When recorded return to:
2 Mike Pavlakis, Esq.
3 Allison, MacKenzie, Hartman,
4 Soumbeniotis & Russell, Ltd.
402 North Division Street
P.O. Box 646
Carson City, NV 89702

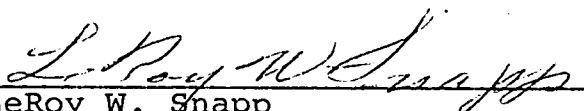
5 APN 5-182-11

6 ASSIGNMENT OF PROMISSORY NOTE

7 AND DEED OF TRUST

8 FOR VALUE RECEIVED, the undersigned, hereinafter
9 called assignor, hereby grants, assigns and transfers to
10 Eleanor B. Pott of 460 Pilgrim Place, San Marino, California,
11 hereinafter called assignee, all his right, title, and equity
12 as beneficiary, in and to that certain Deed of Trust executed
13 by Eleanor K. Brown, trustor, to Douglas County Title Company,
14 Inc., a corporation, trustee, for LeRoy W. Snapp, an unmarried
15 man, as his sole and separate property, beneficiary, and
16 recorded on the 9th day of February, 1982, in Book 282, at page
17 455, as Document Number 64696, in the Official Records of
18 Douglas County, Nevada; together with all his right, title,
19 interest and equity as payee of the Promissory Note or notes
20 therein described and secured thereby, and all rights accrued
21 or to accrue under said Deed of Trust, including the right to
22 have conveyed in whole or in part the real property described
23 therein. Copies of the Deed of Trust and Promissory Note are
24 marked Exhibits "A" and "B", respectively, attached hereto.

25 DATED this 1-st day of November 1990.

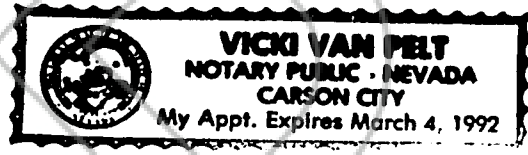
26 
27 LeRoy W. Snapp

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STATE OF NEVADA)
Carson City ; ss.

on November 1, 1990, personally appeared before me, a notary public, LeRoy W. Snapp, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Assignment of Promissory Note and Deed of Trust, who acknowledged to me that he executed the foregoing document.

Vicki Van Pelt
NOTARY PUBLIC



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BOOK 1190 PAGE 135

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DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of February, 1982, as of the 1st day of February, 1982, by and between ELEANOR K. BROWN, an unmarried woman, as her sole and separate property, trustor, to DOUGLAS COUNTY TITLE COMPANY, INC., a corporation, trustee, for LEROY W. SWAPP, an unmarried man, as his sole and separate property, beneficiary,

WITNESSETH:

That the trustor does hereby grant, bargain, sell and convey unto the trustee in trust with power of sale all that certain property situate in Douglas County, State of Nevada, more particularly described as follows:

Lot 1, Block 1, as shown on the official map of KEPRYS HEIGHTS SUBDIVISION, showing in addition Block 1, as Revised, being portions of Lot 2, of Section 9 and the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 13 North, Range 18 East, N.D.B. & M., Douglas County, Nevada, filed in the office of the County Recorder of Douglas County, State of Nevada, on July 3, 1947, as Document No. 5160.

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion, reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the trustee, its successors and assigns, for the purpose of securing:

FIRST: Payment of an indebtedness in the sum of

LAW OFFICES
ALLAN, SMITH,
MORRIS, HOFFMAN,
SANDERS &
MORRIS, L.L.P.
200 N. BRUSH ST.
DENVER, CO. 80202

64696
LBI 28274 455

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1 2112,000.00 evidenced by a promissory note of even date here-
2 with, with interest thereon, according to the terms of said
3 note, which note is by reference made a part hereof, executed by
4 the trustor, delivered to beneficiary, and payable to the order
5 of beneficiary, and any and all modifications, extensions and
6 renewals thereof.

7 SECOND: Payment of such additional sums with interest
8 thereon as may be hereafter loaned by beneficiary to trustor as
9 additional advances under this deed of trust by the promissory
10 note or notes of trustor, and payment of any monies advanced or
11 paid out by beneficiary or by the trustee to or for trustor pur-
12 suant to the provisions of this deed of trust, and payment of
13 all other indebtedness of the trustor to the beneficiary or to
14 the trustee which may exist or be contracted for during the life
15 of this instrument, with interest, and also as security for the
16 payment and performance of every obligation, covenant, promise
17 or agreement contained herein or contained in any promissory
18 note or notes secured hereby.

19 THIRD: The expenses and costs incurred or paid by
20 beneficiary or trustee in preservation or enforcement of the
21 rights and remedies of beneficiary and the duties and liabilities
22 of trustor hereunder, including, but not limited to, attorney's
23 fees, court costs, witnesses' fees, expert witnesses' fees, col-
24 lection costs, and costs and expenses paid by beneficiary or
25 trustee in performing for trustor's account any obligations of
26 trustor or to collect the rents or prevent waste.

27 AND THIS INSTRUMENT FURTHER WITNESSETH:

28 1. Trustor promises and agrees to pay when due all
29 claims for labor performed and materials furnished for any con-
30 struction, alteration or repair upon the above- described pre-
31 mises and shall not permit said claims to become a lien upon the
32 premises; to comply with all laws affecting said property or re-

LAW OFFICES
ALLISON, GIBSON & CO.,
ATTORNEYS AT LAW,
2000 BROADWAY, N.Y.C.
AND 1000 G STREET, S.W.
WASHINGTON, D.C. 20004

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LIT 28270 456

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1 letting to any alterations or improvements that may be made there-
2 on and not to commit or permit any acts upon said property in
3 violation of any law, covenant, condition or restriction affect-
4 ing said property.

5 2. Trustor covenants to keep all buildings that may
6 now or at any time be on said property during the continuance of
7 this trust in good repair and insured against loss by fire, with
8 extended coverage endorsement, for full insurable value in a
9 company or companies authorized to issue such insurance in the
10 State of Nevada, and as may be approved by beneficiary naming
11 beneficiary and trustor as insureds, as their interest may appear,
12 and to deliver the policy to beneficiary or to collection agent
13 of beneficiary and in default thereof, beneficiary may procure
14 such insurance and/or make such repairs and expend for either of
15 such purposes, such sum or sums as beneficiary may deem proper,
16 any such advance for repairs or insurance to be deemed secured
17 hereby.

18 3. Trustor promises and agrees that if default be
19 made in the payment when due of any installment of principal or
20 interest, or obligation, in accordance with the terms of any
21 note secured hereby, or in the performance of any of the cove-
22 nants, promises or agreements contained herein; or if the trustor
23 becomes insolvent or makes a general assignment for the bene-
24 fit of creditors; OR IN THE EVENT THE HEREIN DESCRIBED PROPERTY,
25 OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO
26 BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED
27 BY THE TRUSTOR TO ANY PERSON OR ENTITY OTHER THAN A LEGAL HEIR,
28 DEVISEE, NEXT-OF-KIN OR CLOSE FAMILY RELATIVE OF THE TRUSTOR
29 (whether by blood or through marriage); then upon the happening
30 of any of such events, the beneficiary at his option may declare
31 all promissory notes, sums and obligations secured hereby im-
32 mediately due and payable without demand or notice, irrespective

LAW OFFICES
ALLISON BRUNETTE
SUSANNE W. HARTMAN
SUSANNE W. HARTMAN
& ASSOCIATES, L.P.C.
402 N. BRUNNEN ST.
LASAS VEGAS, NV 89104

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1 of the maturity dates expressed therein, and beneficiary or
2 trustee may record a notice of such breach or default and elect
3 to cause said property to be sold to satisfy the indebtedness
4 and obligations secured hereby.

5 4. The following covenants, Nos. 1, 3, 4 (interest
6 100), 5, 6, 7 (counsel fees 100), 8 and 9 of WMS 107.030, when
7 not inconsistent with covenants and provisions contained herein,
8 are hereby adopted and made a part of this deed of trust.

9 5. The rights and remedies hereby granted shall not
10 exclude any other rights or remedies granted by law, and all
11 rights and remedies granted hereunder or permitted by law shall
12 be concurrent and cumulative.

13 6. The benefits of the covenants, terms, conditions
14 and agreements herein contained shall accrue to, and the obliga-
15 tions thereof shall bind the heirs, representatives, successors
16 and assigns of the parties hereto and the beneficiary hereof.
17 Whenever used, the singular number shall include the plural, the
18 plural the singular and the use of any gender shall include all
19 other genders, and the term "beneficiary" shall include any payee
20 of the indebtedness hereby secured or any transferee thereof
21 whether by operation of law or otherwise.

22 7. The trusts created hereby are irrevocable by the
23 trustor.

24 IN WITNESS WHEREOF, the trustor has executed this deed
25 of trust as of the 1st day of February, 1982.

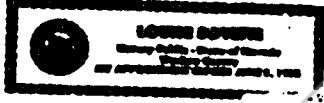
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28 RICHARD T. BROWN

1 STATE OF NEW YORK

2 Crown Pt.

3 on this 22nd day of February, 1962, personally
4 appeared before me, a Notary Public, William E. BROWN, who
5 acknowledged to me that she executed the foregoing document.

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8 *Marie Bayne*



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29 When Recorded MAIL TO
30 LESTER H. BERKSON
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NEUNON 89448

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CERTIFICATE OF LOST NOTE

The undersigned, Leroy W. Snapp, being the same person named as the beneficiary in that certain Deed of Trust dated February 1, 1982, recorded on February 9, 1982 in the official files of Douglas County, Nevada, as Document 64696, Book 282, Pages 455 through 459, herein certifies and acknowledges payment in full of that certain promissory note of even date with said deed of trust.

The undersigned represents that the original of said note is lost, and in the event it is found, it will be delivered, marked paid in full, to Eleanor K. Brown, or her successor.

DATED this 1-5th, day of November, 1990.


Leroy W. Snapp

REQUESTED BY
Allison et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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RECORDER

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EXHIBIT "B"

\$ 12⁰⁰ PAID K12 DEPUTY

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