

Escrow No. M49989CH
WHEN RECORDED, MAIL TO:
McMorgan & Company
One Bush St., Suite 800
San Francisco, CA 94104
Attn: David R. Howard

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This Deed of Trust, made this 24th day of July, 1991, between LOUIS R. SCHAAN and LINDA L. SCHAAN, husband and wife, herein called TRUSTOR, whose address is: P.O. Box 1438 Minden, Nevada, 89423; WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called TRUSTEE, and FIRST INTERSTATE BANK OF CALIFORNIA, A CALIFORNIA CORPORATION, AS CORPORATE CUSTODIAN FOR OPERATING ENGINEERS PENSION TRUST FUND, as to an undivided one-half (1/2) interest, and SANWA BANK CALIFORNIA, AS CORPORATE CO-TRUSTEE FOR CARPENTERS PENSION TRUST FUND FOR NORTHERN CALIFORNIA, as to an undivided one-half (1/2) interest, 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 follows:

Lot 36 in Block D, as set forth on the map of SUNSET PARK SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 5, 1987, in Book 687, Page 763, as Document No. 155926, and by Certificate of Amendment recorded December 23, 1987, in Book 1287, Page 3314, Document No. 169385 of Official Records of Douglas County, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuation of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the principal sum of \$37,500.00 in accordance with the terms of two (2) notes of even date herewith executed by Trustor, one of such notes in the principal amount of \$18,750.00 payable to the order of First Interstate Bank of California, a California corporation, as Corporate Custodian for Operating Engineers Pension Trust Fund, and the other of such notes in the principal amount of \$18,750.00 payable to the order of Sanwa Bank California, as

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Hale, Lane, Peek, Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(702) 786-7900

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Corporate Co-Trustee for Carpenters Pension Trust Fund for Northern California, and any extensions or renewals thereof. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

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 master form deed of trust recorded in Book 57, Page 115, as Document No. 40050 of Official Records in the Office of the County Recorder of Douglas County, Nevada, 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. The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ N/A, and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

In the event that Trustor, or any successor in interest of Trustor in the above-described real property, shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then at the option of Beneficiary, the obligation secured by this deed of trust shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Louis R. Schaan

Louis R. Schaan

Linda L. Schaan

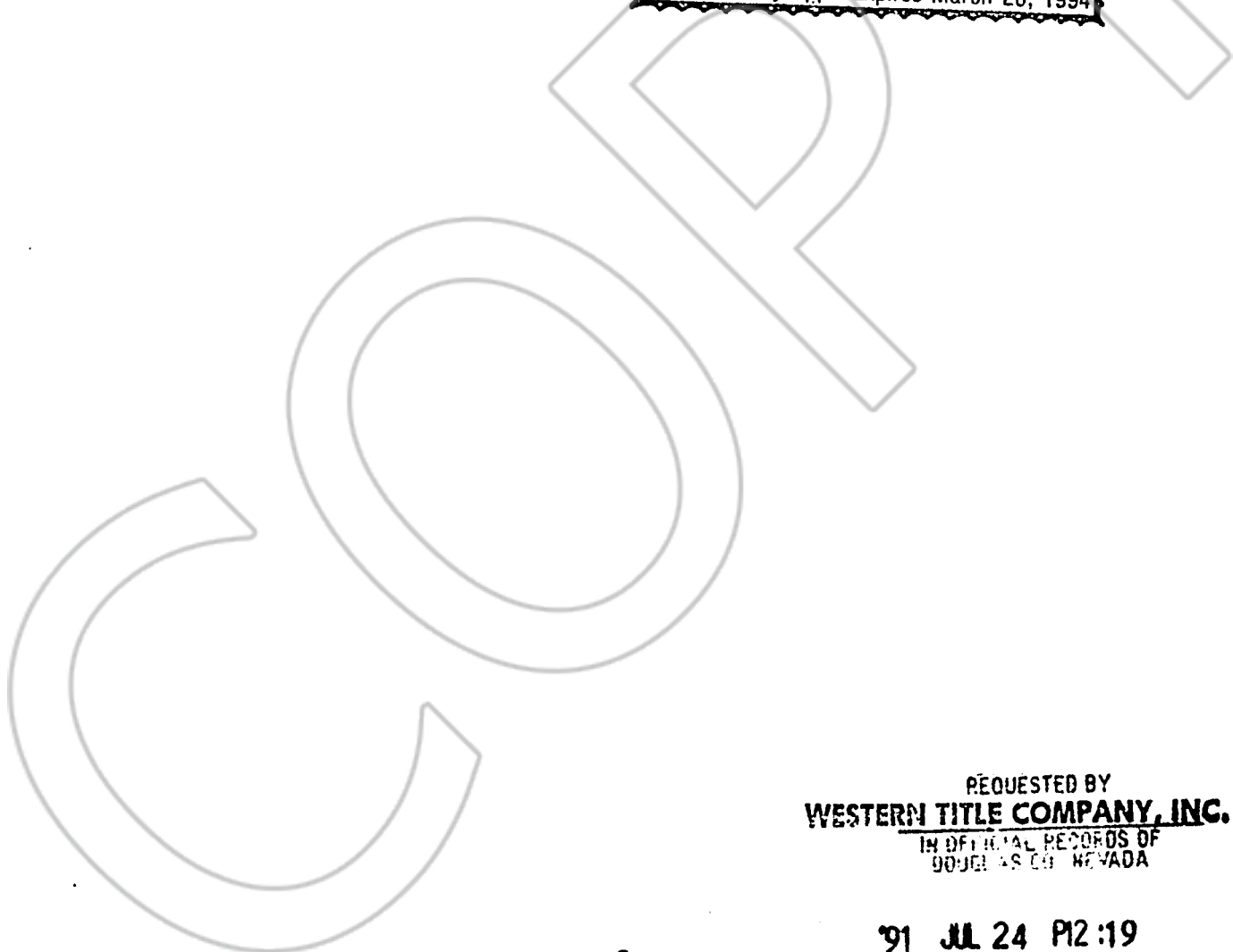
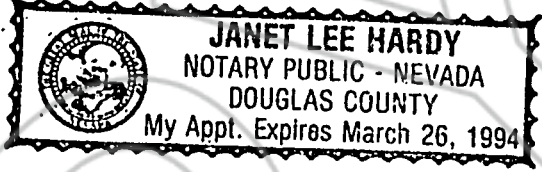
Linda L. Schaan

STATE OF NEVADA)
) ss.
County of Douglas)

On this 24th day of July, 1991, personally appeared before me, a Notary Public, Louis R. Schaan and Linda L. Schaan, personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.

Janet Lee Hardy

Notary Public
JANET LEE HARDY



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

91 JUL 24 12:19

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SUZANNE BEAUREAU
RECORDER **255913**
\$ 7.00 PAID 134 DEPUTY
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