

When Recorded, Mail to:

ERNST GERBER

P.O. BOX 906

MINDEN, NV 89423

Order No. _____

Escrow No. _____

INDIVIDUAL DEED OF TRUST WITH ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this 5TH day of SEPTEMBER, 1991 between CHARLES W. SCHOTT, JR., an unmarried man

herein called TRUSTOR, whose address is P.O. BOX 8641, INCLINE VILLAGE, NV 89450 and WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called TRUSTEE, and

ERNST W. GERBER, an unmarried man

herein called BENEFICIARY, whose address is P. O. BOX 906, MINDEN, NV 89423 Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of DOUGLAS State of Nevada, being Assessor's Parcel Number 15-030-07, and specifically described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ACCELERATION PROVISION SEE EXHIBIT 'C' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR RELEASE PROVISION

Trustor also assigns to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred; reserving, however, the right to collect and use the same as long as there is no existing default hereunder, and does hereby authorize Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

For the purpose of securing: (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of ---THREE HUNDRED FIVE THOUSAND AND NO/00THS----- Dollars (\$ 305,000.00) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby; (3) Performance of each agreement of Trustor incorporated by reference or contained herein.

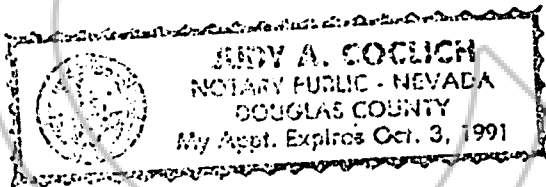
To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely

Table with 8 columns: COUNTY, BOOK, PAGE, DOC.NO., COUNTY, BOOK, PAGE, DOC.NO. listing various counties and their associated document details.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms, and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or Trustee may charge a fee of up to Fifty Dollars (\$50) for each change in parties.

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 set forth below.



SIGNATURE OF TRUSTOR

Handwritten signature of Charles W. Schott, Jr.

CHARLES W. SCHOTT, JR.

STATE OF NEVADA) COUNTY OF DOUGLAS) SS

On SEPTEMBER 5, 1991 before me, a notary public, personally appeared

CHARLES W. SCHOTT, JR.

personally known or proved to me to be the person(s) whose name (s) IS subscribed to the above instrument who acknowledged that he executed the instrument.

Handwritten signature of Judy A. Coclich, Notary Public.

JUDY A. COCLICH

BROOKE & SHAW Post Office Box 2860 Minden, Nevada 89423 (702) 782-7171

FOR RECORDER'S USE

259614

BOOK 991 PAGE 513

EXHIBIT A

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Being all of Parcel 2 as shown on the Parcel Map for ROBERT ROGERS, et ux, filed for record in the office of the County Recorder of Douglas County, Nevada, on December 5, 1974, in Book 1274 of Official Records at Page 243, as File No. 76834 and a Portion of the Southeast 1/4 of the Northwest, 1/4 of Section 4, Township 14 North, Range 19 East and being more particularly described as follows:

BEGINNING at the Southeast Corner of Parcel 1 as shown on said Parcel Map, thence from said point of beginning, South 0° 36' 40" West 658.19 feet to the Southeast corner of said Parcel 2; thence South 43° 01' 50" West 400.00 feet; thence South 55° 14' 02" West, 595.00 feet; thence North 26° 46' 45" West 320.00 feet; thence North 32° 42' 47" East 325.00 feet; thence North 64° 19' 30" West 150.00 feet to a point on the Southerly boundary of said Parcel 2; thence South 89° 29' 58" East 457.42 feet to the Southwest corner of said Parcel 2; thence along the Westerly boundary of said Parcel 2 North 0° 25' 47" East 661.22 feet to the Northwest corner thereof; thence along the Northerly boundary of said Parcel 2 North 89° 37' 57" East 1324.95 feet to the POINT OF BEGINNING.

A.P.N. 15-030-07

TOGETHER WITH all water, water rights, ditch and ditch rights appurtenant to the herein described real property

EXHIBIT 'B'

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid principal balance due and payable in full, irrespective of the maturity date expressed on the Note secured hereby. However, Beneficiary agrees to allow an assumption, by JAMES W. ALEXANDER AND BARBARA K. ALEXANDER provided that Beneficiary is given notice, of said assumption, in writing 30 days prior to said assumption. Said assumption will NOT be allowed prior to SEPT. 5, 1994.

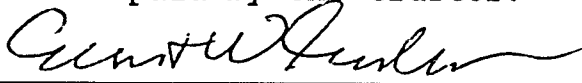
CHARLES W. SCHOTT, JR.



COPY

EXHIBIT 'C'

So long as the trustor is not in default under the terms of this Deed of Trust and Note secured hereby, the beneficiary agrees to execute request for partial reconveyance of at such a time as a parcel map has been recorded dividing the appropriate percentages of the subject property between Trustor and James W. Alexander and Barbara K. Alexander, or their successors and/or assigns, for no additional consideration. Each parcel released must provide legal access to the remaining unreleased parcel. Any costs incurred by reason of said releases, including any filing of a parcel map, shall be paid by the trustor.



ERNST W. GERBER

COPY

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

'91 SEP -5 P4:05

SUBMIT HEADQUARTERS
RECEIVED
\$ 2000 PAID KP DEPUTY **259614**
BOOK **991** PAGE **516**