

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 30th day of August, 1991, between

JAMES W. ALEXANDER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 37.14% INTEREST / INTEREST AND BARBARA K. ALEXANDER, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AT TO AN UNDIVIDED 62.86% INTEREST OF 37% INTEREST 8888 CLIFFRIDGE AVENUE, LA JOLLA, CA 92037 herein called TRUSTOR, whose address is

(Number and Street) (City) (State)

WESTERN TITLE COMPANY, INC., A NEVADA CORPORATION, herein called TRUSTEE, and

ERNST W. GERBER, AN UNMARRIED MAN, herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the state of NEVADA county of DOUGLAS, more particularly described as follows:

Being all of Parcel 2 as shown on the Parcel Map for ROBERT ROGERS, et ux, filed for recorded 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 by Exhibit A attached hereto and made a part hereof, consisting of one page,

See attached Exhibit "A"

Together with the tenements, hereditaments and appurtenances therunto 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 \$ 98,000.00 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 (18) 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.:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clerk	413987	61-1		Humboldt	118926	3	83	Ormsby	72637	19	102
Churchill	104132	34 mtgs.	581	Lander	41172	3	758	Pershing	57488	28	58
Douglas	24486	22	416	Lincoln	41292	0 mtgs.	467	Storey	28573	R mtgs.	112
Eiko	14831	43	343	Lyon	88488	31 mtgs.	448	Washoe	407205	734 Tr. Deed	221
Esmeralda	26221	3H deeds	138-141	Mineral	76848	18 mtgs.	534-537	White Pine	128126	261	341-344
Eureka	39802	3	283	Nye	47167	67	163				

(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 / CALIFORNIA COUNTY OF SAN DIEGO ss.

On August 30, 1991 personally appeared before me, a Notary Public, JAMES W. ALEXANDER AND BARBARA K. ALEXANDER who proved to me that they executed the above instrument.

SIGNATURE OF TRUSTOR

JAMES W. ALEXANDER

BARBARA K. ALEXANDER

Linda K. Kazarlan NOTARY PUBLIC



SCARPELLO & ALLINO, LTD. ATTORNEYS AT LAW

CARSON CITY OFFICE VALLEY BANK CENTER 600 E. WILLIAM STREET, SUITE 301 CARSON CITY, NEVADA 89701-4052 TELEPHONE (702) 842-4377

LAKE TAHOE OFFICE KINGDOMS SQUARE P. O. BOX 3390 STATELINE, NEVADA 89414-3390 TELEPHONE (702) 548-6476

259615

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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, Twonship 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

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

'91 SEP -5 P4:06

JULIA M. BOURBAU
CO RECORDER

\$6 PAID *K2* DEPUTY

259615

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