

RECORDING REQUESTED BY

207294-70

WHEN RECORDED MAIL TO:

ULTRAMAR, INC.
525 WEST THIRD STREET
HANFORD, CALIFORNIA 93230

ORDER NO:
ESCROW NO: 1-24293-LS

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE THE PROVISIONS AS CONTAINED IN DEED OF TRUST TO CONFORM WITH N.R.S. 106 and 107.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this TWENTY-FIRST DAY OF DECEMBER, 1991, between PACIFIC GASOLINE STATION, INC., A CALIFORNIA CORPORATION,

, herein called TRUSTOR, whose address is P. O. BOX 612614, SAN JOSE, CALIFORNIA 95161 Tulare County Escrow Co., a California corporation, herein called TRUSTEE, and

ULTRAMAR, INC., A NEVADA CORPORATION

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County, California, described as: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 203,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured. 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 (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page 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.:

- Tulare County, on October 22, 1974 in book 3205, page 234 of Official Records, Document No. 41762.
- Placer County, on June 21, 1976 in book 1736, page 392 of Official Records, Document No. 18215.
- Fresno County, on May 14, 1976 in book 6594, page 228 of Official Records, Document No. 40692.
- Siskiyou County, on January 22, 1976 in book 748, page 246 of Official Records, Document No. 9802
- Los Angeles County, on November 21, 1975 in book T9808, page 64 of Official Records, Document No. 5239.
- Alameda County, on March 15, 1977 in book 4760, page 630 of Official Records, Document No. 77-47013.
- Kern County, on October 13, 1977 in book 5062, page 246 of Official Records, Document No. 35881.
- Contra Costa County, on August 16, 1977 in book 8497, page 250 of Official Records, Document No. 44168.
- Kings County, on November 1, 1978 in book 1131, page 625 of Official Records, Document No. 15429.
- Tuolumne County, on August 17, 1983 in book 722, page 120 of Official Records, Document No. 9809.
- San Luis Obispo County, on August 6, 1980 in book 2259, page 864 of Official Records, Document No. 34306.
- San Bernardino County, on March 22, 1983 #83-060121.

(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.

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. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

STATE OF CALIFORNIA } ss.
COUNTY OF _____ }
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

Signature of Trustor
PACIFIC GASOLINE STATION, INC.,
A CALIFORNIA CORPORATION

BY: Le Thi Luu Thien Le
Le + Luu

BY: John Nguyen
John Nguyen

BY: THUC NGUYEN
Thuc Nguyen

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
WITNESS my hand and official seal.

Signature _____ BOOK 268892 PAGE 1512

BY: Song Nguyen
Song Nguyen
(This area for official notarial seal)

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

BOOK 269645 PAGE 3286

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby 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 and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To **Tulare County Escrow Co.**, TRUSTEE: _____

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Deed of Trust

WITH POWER OF SALE

(SHORT FORM)

**Tulare County
Escrow Co.**

AS TRUSTEE

Tulare County Escrow Co.

118 S. LOCUST STREET, P. O. BOX 1547

VISALIA, CALIFORNIA 93279

269645

BOOK 192 PAGE 3287

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

The following described real property in the Town of Gardnerville, County of Douglas, State of Nevada, to wit:

Being all that certain parcel or lot of land lying in a portion of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 13 North, Range 20 East, M. D. B. & M., in the Town of Gardnerville, Douglas County, Nevada, and more particularly described by metes and bounds as follows:

BEGINNING at a point at the Northwesterly corner of the parcel, said point being described as bearing South 53°24'20" East, a distance of 201.71 feet from the Mill Street monument on the town map of Gardnerville, as filed and made of record in Douglas County Court House, said POINT OF BEGINNING being further described as bearing South 29°03' West, a distance of 942.71 feet from the quarter corner common to Sections 32 and 33, Township 13 North, Range 20 East, M. D. B. & M.; thence from said POINT OF BEGINNING North 45°06' East, 269.89 feet to the Northeasterly corner; thence South 44°54' East, 105.00 feet to the Southeasterly corner; thence South 45°06' West, 270.01 feet to the Southwesterly corner; thence North 44°50' West, 105.00 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 25-291-14

Said land further disclosed on Record of Survey of the Wickland Oil Property recorded in Book 1082, Page 242, as Document No. 71505 of Official Records.

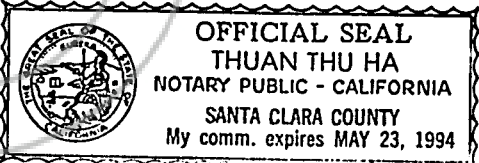
STATE OF CALIFORNIA

COUNTY OF SANTA CLARA } ss.

On January 2 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared LE T. LU, John Nguyen, Thuc Nguyen and Song Nguyen known to me to be the President, and _____ known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
THUAN THU HA
Name (Typed or Printed)



(This area for official notarial seal)

REQUESTED BY
FIRST NEVADA TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

REQUESTED BY
FIRST NEVADA TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'92 JAN 27 P12:22

'92 JAN 14 P3:57

SUZANNE BLAUDREAU
RECORDER
269645
\$100 PAID [Signature] DEPUTY
BOOK 192 PAGE 3288

SUZANNE BLAUDREAU
RECORDER
268892
\$600 PAID [Signature] DEPUTY
BOOK 192 PAGE 1513