

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.: 1730

THIS DEED OF TRUST, made this 16th day of MARCH, 1992, between

SAGE HOLDINGS, INC., a Nevada Corporation, herein called TRUSTOR,

whose address is P.O. BOX 199, Zephyr Cove, Nevada 89448 (number and street) (city) (state) (zip) and

PACIFIC TITLE, INC., a Nevada corporation, herein call TRUSTEE, and WILLIAM GERARD KIMMEL and KATHLEEN F. KIMMEL, husband and wife, as community property with right of survivorship, as to an undivided 1/2 interest and MARGUERITE W. ERWIN and WILLIAM G. KIMMEL, as Co-Trustees of the Marguerite W. Erwin Trust, herein called BENEFICIARY, Agreement dated December 9, 1976, as to an undivided 1/2 interest.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS County, Nevada, described as:

See Exhibit "A" attached hereto and made a part hereof. AP#03-191-15

SUBORDINATION AGREEMENT

Beneficiary agrees to execute an appropriate agreement subordinating the priority of the lien of this Deed of Trust to a construction loan for improvements on subject property, not to exceed \$1,300,000.00 with interest rate not to exceed a fixed interest rate of 14% annum or in the alternative a variable interest rate which will average not more than 14% for the remaining term of the Note which this Deed of Trust secures and payable within three (3) years.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the the sum of \$ 425,000.00 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, 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, in the book and at the page thereof, or under the document 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 corresponding document details.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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

SS

COUNTY OF DOUGLAS

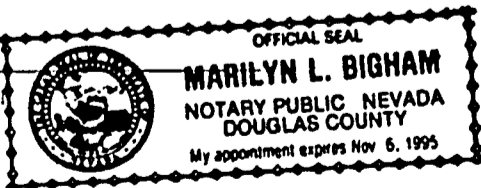
ON March 18, 1992

personally appeared before me, a Notary Public, Robert N. Chester, President of Sage Holdings, Inc.

SAGE HOLDINGS, INC. By: Robert N. Chester, President

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

Marilyn L. Bigham Notary Public



WHEN RECORDED MAIL TO:

W. G. Kimmel 3500 Lakeside Drive, Suite 100 Reno, Nevada 89509

FOR RECORDER'S USE

273552

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EXHIBIT "A"

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Parcel A as said parcel is shown on that certain Record of Survey, recorded May 6, 1988, Document No. 177615, more particularly described as follows:

Beginning at the Northeasterly corner of said Parcel A, a point on the Westerly line of U.S. Highway 50; thence along the Westerly line South 50°39' East 3.45 feet to the beginning of a tangent curve to the right, with a radius of 810.00 feet and a central angle of 9°56'53"; thence along said curve an arc length of 140.64 feet; thence along the centerline of a 20-foot wide access and public utility easement the following courses: North 89°49' West 345.84 feet; thence South 62°11'00" West 87.39 feet; thence North 74°14'40" West 74.97 feet; thence North 58°19' West 40.00 feet to the terminus of said 20-foot easement; thence North 89°49' West 35.00 feet; thence North 63°28'39" West 107.20 feet; thence South 64°25' West 63.74 feet; thence South 07°46'53" East 20.05 feet; thence North 89°49' West 146.75 feet, more or less to a point on the High Water Line of Lake Tahoe; thence along the High Water Line North 22°15'32" West 96.09 feet; thence North 85°55'07" East 150.45 feet; thence South 89°49' East 644.95 feet to the Point of Beginning.

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

92 MAR 18 P4:20

SUZANNE BEAUDREAU
RECORDER
273552
s/c PAW *K* DEPUTY
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