

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated April 6, 1992, between
VENTURE INVESTMENTS, INC., a Nevada corporation
, herein called TRUSTOR,
whose address is P.O. Box 2309, Stateline, NV. 89449
NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and
THE JESCH FAMILY TRUST B, MIRIAM A. JESCH TRUSTEE, DATED MARCH 23, 1979.

, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

IN THE EVENT THE HEREIN DESCRIBED PROPERTY OR ANY PART THEREOF, OR ANY INTEREST
THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR, OR BY THE
OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT,
IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER
HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

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
continuance 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 indebtedness
evidenced by one promissory note of even date herewith, and any extension or renewal
thereof, in the principal sum of **THREE HUNDRED THOUSAND DOLLARS**
(\$ 300,000.00),
executed by Trustor in favor of Beneficiary or order. 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:

1. To properly care for and keep said property in good condition and repair;
not to remove or demolish any building thereon; to complete in a good and
workmanlike manner any building which may be constructed thereon, and to pay when
due all claims for labor performed and materials furnished therefor; to comply with
all laws, ordinances and regulations requiring any alterations or improvements to be
made thereon; not to commit or permit any waste thereof; not to commit, suffer or
permit any act to be done in or upon said property in violation of law; to
cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all
in a timely and proper manner, which, from the character or use of said property,
may be reasonably necessary, the specific enumerations herein not excluding the
general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of
these Trusts, including cost of evidence of title and Trustee's fees in connection
with sale, whether completed or not, which amounts shall become due upon delivery to
Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. 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.

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4. The Grantor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Grantor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the current legal rate of interest per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

16. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of 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.

STATE OF NEVADA,)
) ss.
COUNTY OF Carson City)

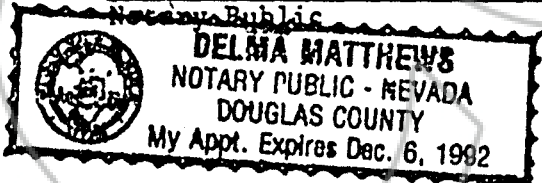
Venture Investments Inc.
James J. Fondren, President
Marvin Gates, Treasurer

On April 9, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared James J. Fondren and Marvin Gates

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that he y executed the same.

Signature Delma Matthews
Notary Public

IF EXECUTED BY A CORPORATION, THE CORPORATION FORM OF ACKNOWLEDGEMENT MUST BE USED.



THIS FORM FURNISHED BY
NORTHERN NEVADA TITLE COMPANY

SPACE BELOW THIS LINE FOR RECORDERS USE

When recorded mail to

Name Northern Nevada Title Company
15561-I.C.
Address 512 N. Division Street
City & State Carson City, NV 89703

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

PARCEL A:

A portion of the Southwest 1/4 of Section 3, Township 12 North, Range 20 East,
M.D.B. & M., more particularly described as follows:

Parcel 2 of Parcel Map for Harry Tedsen, recorded in the office of the Douglas
County Recorder, State of Nevada, on September 5, 1990, in Book 990, at Page 244,
as Document No. 233931, Official Records.

PARCEL B:

A non-exclusive easement for ingress and egress over that portion of said land as
designated on the above mentioned Parcel Map as Venture Drive.

Also, a non-exclusive easement for ingress and egress over that portion of said land
as granted to Harry Tedsen, recorded on July 30, 1990, in Book 790 at Page 4348, as
Document No. 231288 and as amended on August 13, 1990, in Book 890 at Page 1913, as
Document No. 232249, and more particularly described as follows:

That portion of the Southwest 1/4 of Section 3, Township 12 North, Range 20
East, M.D.B. & M. in the County of Douglas, State of Nevada, being more
particularly described as follows:

Beginning at the intersection of the Northeasterly right-of-way line of U.S.
Highway 395 (80.00 feet wide, measured at right angles) and the South line of
said Section 3; thence Northwesterly along said Northeasterly right-of-way line N.
33° 35' 27" W., 428.31 feet to the TRUE POINT OF BEGINNING, said TRUE
POINT OF BEGINNING being the Northwesterly corner of A.P.N. 25-160-29,
thence continuing Northwesterly along said Northeasterly line N. 33° 35' 27" W.,
55.00 feet to the point of beginning of a curve, concave to the North and having a
radius of 25.00 feet, a radial line through said point bears S. 56° 24' 33" W.;
thence Southerly and Easterly along said curve through a central angle of 90° 00'
00", an arc distance of 59.27 feet to a point of reverse curvature, a radial line
through said point bears N. 33° 35' 27" W., said curve being concave to the South
and having a radius of 171.59 feet; thence Easterly along said curve through a
central angle of 36° 32' 22", an arc distance of 109.43 feet to a point of reversing
curvature, a radial line through said point bears S. 2° 56' 55" W., said curve being
concave to the North and having a radius of 100.00 feet; thence Easterly along
said curve through a central angle of 16° 51' 50", an arc distance of 29.43 feet;
thence N. 76° 05' 05" E., 60.00 feet to the beginning of a curve concave to the
South and having a radius of 180.00 feet; thence Easterly along said curve
through a central angle of 10° 28' 31", an arc distance of 32.91 feet to a point of
reversing curvature, a radial line through said point bears S. 3° 26' 24" E., said
curve being concave to the North and having a radius of 120.00 feet; thence
Easterly along said curve through a central angle of 10° 28' 31", an arc distance
of 21.94 feet to a point on a line which lies parallel to the Northwesterly line of
said A.P.N. 25-160-29 and 30.00 feet (measured at right angles) Northwesterly of
said Northwesterly line; thence N. 76° 05' 05" E., 530.46 feet; thence S. 13° 54'
55" E., 60.00 feet to a point on a line which lies parallel to said Northwesterly
line of A.P.N. 25-160-29 and 30.00 feet (measured at right angles) Southeasterly

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of said Northwesterly line; thence S. 76° 05' 05" W., 530.46 feet to the beginning of a curve concave to the North and having a radius of 180.00 feet; thence Westerly along said curve through a central angle of 10° 28' 31", an arc distance of 32.91 feet to a point of reversing curvature, a radial line through said point bears N. 3° 26' 24" W., said curve being concave to the South and having a radius of 120.00 feet; thence Westerly along said curve through a central angle of 10° 28' 31", an arc distance of 21.94 feet to the Northerly corner of that certain "well and pump house pad" of Gardnerville Town Water Company; thence Westerly along the Northwesterly line of said "well and pump house pad", S. 76° 05' 05" W., 60.00 feet to the Northwesterly corner of said "well and pump house pad", said corner being the beginning of a curve concave to the North and having a radius of 160.00 feet; thence Westerly along said curve through a central angle of 16° 51' 50"; an arc distance of 47.09 feet to a point of reversing curvature, a radial line through said point bears N. 2° 56' 55" E., said curve being concave to the South and having a radius of 111.59 feet; thence Westerly along said curve through a central angle of 36° 32' 22", an arc distance of 71.16 feet to a point of compound curvature, a radial line through said point bears N. 33° 35' 27" W., said curve being concave to the East and having a radius of 25.00 feet; thence Westerly and Southerly along said curve through a central angle of 90° 00' 00", an arc distance of 39.27 feet to a point on said Northeasterly right-of-way line of U.S. Highway 395, a radial line through said point bears S. 56° 24' 33" W.; thence Northwesterly along said Northeasterly right-of-way line N. 33° 35' 27" W., 55.00 feet to the TRUE POINT OF BEGINNING.

pl/bst



REQUESTED BY
Northern Nevada Title Company
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

92 APR -9 P1:40

SUZANNE BLAUDREAU
RECORDER
\$ 9.00 PAID KP DEPUTY
BOOK 492 PAGE 1849
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