

Order No. \_\_\_\_\_

Escrow No. S60102LB

When Recorded Mail To:  
SCARPELLO AND ALLING  
P.O. BOX 3390  
STATELINE, NEV 89449-3390

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made September 25, 1992

between

KENNETH HILDEBRANDT and JOAN F. HILDEBRANDT, husband and wife

, TRUSTOR,

whose address is P.O. Box 10593, Zephyr Cove, Nevada

(Number and Street)

(City)

(State)

Western Title Company, Inc.

TRUSTEE, and

SCARPELLO & ALLING PROFIT SHARING PLAN

, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

City of

Zephyr Cove

County of Douglas

State of NEVADA described as follows, to wit:

Lot 15, in Block B, as shown on the Official AMENDED MAP OF LAKE VILLAGE UNIT NO. 1, recorded in the Office of the County Recorder of Douglas County, Nevada, in Book 1 of Maps, Document No. 48573, and the Second Amended Map to the "AMENDED MAP OF LAKE VILLAGE UNIT NO. 1", recorded on December 23, 1971, in Book 95, Page 76, as File No. 56077.

A.P.N. 07-062-15

IN THE EVENT OF SALE OR TRANSFER, OR OF ANY AGREEMENT TO SELL OR TRANSFER ANY INTEREST IN THE REAL PROPERTY SUBJECT TO THE DEED OF TRUST SECURING THE PROMISSORY NOTE, THE UNPAID BALANCE HEREOF SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE PAYEE: OR UPON SUCH TRANSFER, THE PAYEE MAY ALLOW ASSUMPTION OF THIS NOTE OR PAYMENT OF THE REQUIRED SERVICE CHARGE AND ON SUCH CONDITIONS AS THE PAYEE MAY REQUIRE.

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 sum of \$ \$70,000.00 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 on the reverse hereof; (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 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:

| COUNTY    | BOOK          | PAGE | DOC. NO. | COUNTY     | BOOK              | PAGE | DOC. NO. |
|-----------|---------------|------|----------|------------|-------------------|------|----------|
| Churchill | 39 Mortgages  | 363  | 115384   | Lincoln    |                   |      | 45902    |
| Clark     | 850 Off. Rec. |      | 682747   | Lyon       | 37 Off. Rec.      | 341  | 100661   |
| Douglas   | 57 Off. Rec.  | 115  | 40050    | Mineral    | 11 Off. Rec.      | 129  | 89073    |
| Elko      | 92 Off. Rec.  | 652  | 35747    | Nye        | 105 Off. Rec.     | 107  | 04823    |
| Esmeralda | 3-X Deeds     | 195  | 35922    | Ormsby     | 72 Off. Rec.      | 537  | 32867    |
| Eureka    | 22 Off. Rec.  | 138  | 45941    | Parshing   | 11 Off. Rec.      | 249  | 66107    |
| Humboldt  | 28 Off. Rec.  | 124  | 131075   | Storey     | "S" Mortgages     | 208  | 31506    |
| Lander    | 24 Off. Rec.  | 168  | 50782    | Washoe     | 300 Off. Rec.     | 517  | 107192   |
|           |               |      |          | White Pine | 295 R. E. Records | 258  |          |

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, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

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 above set forth.

Signature of Trustor

KENNETH HILDEBRANDT

JOAN F. HILDEBRANDT

(General)

State of Nevada

ss.

County of Douglas

On September 28, 1992, personally appeared before me, a Notary Public

(or judge or other officer, as the case may be), Kenneth Hildebrandt and

Joan F. Hildebrandt

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my

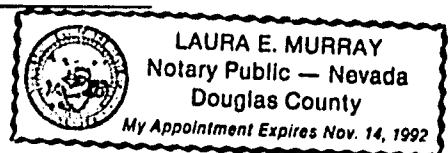
hand and affixed my official stamp at my office in the County of Douglas

the day and year in this certificate first above written.

NOTARY PUBLIC for said County and State  
FNT 9-88/007

289801

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COPY

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

92 OCT -1 AM 1:59

SUZANNE BEAUBREAU  
RECORDER

56 PAID 12 DEPUTY

289801

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