# DEED OF TRUST WITH ASSIGNMENT OF RENTS (DUE-ON-SALE CLAUSE)

THIS DEED OF TRUST, made this 2nd day of June 1993, between

SER EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF

herein called TRUSTOR,

whose address is P.O. Box 276, Zephyr Cove, NV 89448

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and

BINGO CARD MINDER CORPORATION, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of DOUGLAS, State of Nevada, to wit:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 47, in Block J, as said lot and block are set forth on the Final Map entitled GENOA LAKES PHASE I, as Planned Unit Development, recorded March 16, 1993, in Book 393 of Official Records, at Page 3260, Douglas County, Nevada, as Document No. 302137.

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A portion of A.P.N. 17-140-47.

FOR ADDITIONAL TERMS AND CONDITIONS SEE EXHIBIT "A" ATTACHED HERETO.

Together with the tenements, hereditaments and appurtenances thereunto 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 \$35,000.00 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 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 (16) 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 Clark	DOC. No.	воок 514	PAGE		DOC. No.		PAGE 65	\$
				Lyon	88486	31 mtgs.		
Churchill	104132	34 mtgs.	591	Mineral	76648	16 mtgs.	534-5 <b>5</b> 尹 163	×
Douglas	24495	22	415	Nye	47157	67	163 🛱	(h)
Elko	14831	43	343	Ormsby	72637	19	102	
Esmeralda	26291	311 deeds	138-141	Pershing	57488	28	58	
Eureka	39602	3	283	Storey	28573	R mtgs.	112	
liumbol t	116986	3	83	Washoe	407205	734 Tr.deed	221	
Lander	41172	3	758	White Pine	128126	261	341-344	
Lincoln	41292	O mice.	467	.•				

(which provisions, identical in all counties, are attached hereto and a part 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.

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STATE OF NEVADA

County of DOUGLAS

)SS.

On June 7, 1993

personally appeared before me,

a Notary Public, MARK FAEDI, LADOWNA FAEDI, RUSSELL IRWIN, IRIS IRWIN, WILLIAM OTTO LURTE, SUSIE ALICE BYRD LURTE

who acknowledged that THEY . executed the above instrument.

SECURITURE OF TRUSTOR

ZaDonna Paedi

Priscall Train / Tria Irvin

Hilliam Ollo Syers, &

Sani Bree Synd Test

Susie Alice Byrd Luftz, Trustee

ESCROW NO. 860336LB FOR RECORDER'S USE

NOTARY PUBLIC

LAURA E. BOWSER

Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES NOV. 14, 1996

WHEN RECORDED MAIL TO:

BINGO CARD MINDER

P.O.BOX 29

GLENBROOK, NEVADA 89413

309225 BK 0693PG 1534 The following is a copy of provisions (1) to (16) inclusive, of the Deed of Trust, recorded in each county in Nevada, 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 thererin.

## 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 requlations 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, funigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the charater 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 Trusten'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. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
- 4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or 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 and damages arising because of such action.
- 5. Any award of damages in connection with any condemnation for public use of or injury to any 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 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 nemed as defendant, unless brought by Trustee.
- 7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the data 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 plot 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 any upon surrender of this Deed 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," and Trustee is authorized to retain this Deed of Trust and note.
- 10. (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 decalare 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.
- (b) 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 opunity 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.
- (c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to the sale of such personality.
- (d) 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 therefore postpone said sale from time to time by public announcement at the time previously appointed.

- (e) 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 percals as its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, psyable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express 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 costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- 12. The 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 admowledged by Beneficiary, and recorded in the Office of the County Recorder of 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, insures 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.
- 15. In this Deed of Trust, whenever the context so requires, the mesculine gender includes the feminine and/or neuter, and the sigular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
- 16. Where not inconsistent with the above the following covenants, No. 1; 2(\$ );3;4(10%);5;6;7( %);8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

REQUEST FOR FULL RECONVEYANCE To be used only when note has been paid.

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To Trustee:			Dated	
The undersigned within Deed of Transatisfied; and you used to you using to you using the terms of said.	ned is the legal own ust all sums secure ou are hereby requencer the terms of red by said Deed oust, and to reconver Deed of Trust, the	ner and holder of ed by said Deed of ested and directs said Deed of Tr of Trust, deliver ey, without warra e estate now held	of all indebtedness of Trust have been ad on payment to tust, to cancel all ted to you herewith mty, to the partie by you under the s	secured by the fully paid and you of any sums I evidences of h together with a designated by ame.
MAIL RECONVEYANCE	1 1			
		By		
		Ву		·

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.

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### EXHIBIT "A"

#### ADDITIONAL TERMS AND CONDITIONS OF DEED OF TRUST

- 1. If the trustor shall sell, convey, alienate or encumber said property or any part thereof or any interest therein, or shall be divested of his title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without notice or demand, shall immediately become due and payable; provided, however, an encumbrance placed against the property, the proceeds of which will be used to improve the property, shall not trigger this due-on-sale clause."
- 2. Until such time as trustor has paid in full the Promissory Note secured by this Deed of Trust, should trustor receive a bona fide offer from any person or entity to purchase the real property securing this Deed of Trust, then trustor shall send to beneficiary a true copy of the proposed contract, deleting the buyer's name therefrom and notifying beneficiary of trustor's intention to accept the same. Beneficiary shall have the right within forty eight (48) hours to accept the terms and conditions of said proposed contract in its own name for the gross purchase price and on the terms and conditions in said contract. If beneficiary shall not elect to purchase the property as provided herein, then trustor may sell said real property to the said buyer, provided the sale is on the terms and conditions and for the same price as set forth in the proposed contract, a true copy of which would have been sent to beneficiary.

#### GRANTEES/TRUSTORS

WILLIAM OTTO LURTS AND SUSIE ALICE BYRD LURTS, TRUSTERS OF THE SUSIE & WILLIAM LURTS-1991 TRUST DATED MARCE 18, 1991 AS TO AN UNDIVIDED 1/3 INTEREST, MARK PARDI AND LADONNA FARDI, HUSBAND AND WIPE AS JOINT TENANTS AS TO AN UNDIVIDED 1/3 INTEREST AND RUSSELL IRWIN AND IRIS IRWIN, HUSBAND AND WIPE AS TO AN UNDIVIDED 1/3 INTEREST



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SUZANNE BEAUDREAU
RECORDER
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