

No. 93031057A

WHEN RECORDED MAIL TO:
Mike Remington
1153 Tolman Creek Road
Ashland, OR 97520

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made June 24, 1993, between WEST RIDGE DEVELOPMENT AND CONSTRUCTION, INC., a Nevada corporation, herein called "Trustor", whose address is: 1187 High School Street Gardnerville, NV 89410, STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called "Trustee", and MICHAEL B. REMINGTON, a married man, as his sole and separate property, herein called "Beneficiary", whose address is: 1153 Tolman Creek Road, Ashland Or 97520,

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

103, ^{WCR}
Lots ~~99~~, 100, 133, 134, 135, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 5, filed for record on November 4, 1970, in the office of the County Recorder of Douglas County, Nevada, as Document No. 50056.

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 principal sum of \$125,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees 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 relating to any alterations or improvements 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 any law, covenant, condition or restriction affecting said property; 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the 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.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, 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 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 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 of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. 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, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the note 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, Trustee may: 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 the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein

contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees-a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust 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 Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand.

17. Provided Trustor is not presently in default of the terms of this Deed of Trust, or the note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from parcels of the encumbered property. The conditions are as follows:

(a) For each parcel released the sum of \$25,000.00 in principal must first be paid to the note secured hereby.

(b) All fees and costs incurred in connection with each release shall be paid by Trustor.

(c) The parcels to be released shall be selected by Trustor; however, no release shall be made which shall cause the property which remains encumbered to not have reasonable ingress and egress to public roads and reasonable access to public utilities.

WEST RIDGE DEVELOPMENT AND
CONSTRUCTION, INC.,
a Nevada corporation

By: _____

Peter M. Beekhof, Jr.
Peter M. Beekhof, Jr.
President

Linda S. Beekhof
Linda S. Beekhof
Secretary

STATE OF
COUNTY OF

} ss

On _____, 1993, personally appeared before me, a Notary Public, _____, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

Notary Public

The Beneficiary hereby joins in the execution of this Deed of Trust for the purpose of agreeing and consenting to the provisions contained in Paragraph 17 herein.

DATED: _____, 1993.

Michael B. Remington

STATE OF
COUNTY OF

} ss

On _____, 1993, personally appeared before me, a Notary Public, MICHAEL B. REMINGTON, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

Notary Public

SHIRLEY RENAE REMINGTON, wife of Beneficiary named above, joins in the execution of this Deed of Trust for the purpose of releasing to her husband any community interest that she might now have or be presumed to hereafter acquire in this Deed of Trust and the note it secures. It is the intention of SHIRLEY RENAE REMINGTON that her husband shall henceforth have and hold the beneficial interest herein described and the note secured hereby as his sole and separate property.

DATED: 6-23, 1993.

Shirley Renae Remington

Shirley Renae Remington

STATE OF Nevada
COUNTY OF Douglas

} ss

On June 23, 1993, 1993, personally appeared before me, a Notary Public, SHIRLEY RENAE REMINGTON, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

[Signature]

Notary Public

ROBIN FOLLOSCO
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES APR. 17, 1995

ROBIN FOLLOSCO
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES APR. 17, 1995

STATE OF Nevada)
) ss
COUNTY OF Douglas)

On June 24, 1993, personally appeared before me, a Notary Public, Peter M. Beekhof Jr. & Linda S. Beekhof, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

[Signature]
Notary Public



The Beneficiary hereby joins in the execution of this Deed of Trust for the purpose of agreeing and consenting to the provisions contained in Paragraph 17 herein.

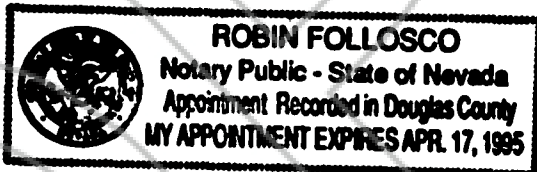
DATED: June 24, 1993.

[Signature]
Michael B. Remington

STATE OF Nevada)
) ss
COUNTY OF Douglas)

On June 24, 1993, 1993, personally appeared before me, a Notary Public, MICHAEL B. REMINGTON, personally known (or proved) to me to be the person(s) whose name(s) is/~~are~~ subscribed to the above instrument who acknowledged that he/~~she/they~~ executed the instrument.

[Signature]
Notary Public



SHIRLEY RENAE REMINGTON, wife of Beneficiary named above, joins in the execution of this Deed of Trust for the purpose of releasing to her husband any community interest that she might now have or be presumed to hereafter acquire in this Deed of Trust and the note it secures. It is the intention of SHIRLEY RENAE REMINGTON that her husband shall henceforth have and hold the beneficial interest herein described and the note secured hereby as his sole and separate property.

DATED: _____, 1993.

Shirley Renae Remington

STATE OF)
) ss
COUNTY OF)

On _____, 1993, personally appeared before me, a Notary Public, SHIRLEY RENAE REMINGTON, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Notary Public

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

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