

Encrow No. S60949LB
WHEN RECORDED, MAIL TO:
Glenn & Donna Flores
P.O.Box 3223
Stateline, Nevada 89449

PERFORMANCE DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS PERFORMANCE DEED OF TRUST WITH ASSIGNMENT OF RENTS is made this 4th day of March, 94 between WILLIAM EARL MILLER & MARGARET LOIS MILLER, HUSBAND AND WIFE (Trustor), whose address is 2371 Roswell Ave., Long Bch, CA 90815, Western Title Company A NEVADA CORPORATION, (Trustee) and GLENN A. FLORES & DONNA M. FLORES, HUSBAND AND WIFE (Beneficiary)

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada described as: Lot 369 as shown on the map of Gardnerville Ranchos Unit No. 6, filed for record in the Office of the County Recorder of Douglas County, NV on May 29, 1973, in Book 573, Page 1026, as File No. 66512. Assessor's Parcel No. 29-184-03

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.

This Deed of Trust is subject and subordinate to that certain Deed of Trust recorded Feb. 17, 1982 as Document No. 150008 in Book 287 Page 359 Official Records, Douglas County, State of Nevada.

This Deed of Trust is given by Trustor for the purpose of securing (i) all of Trustor's obligations pursuant to that certain Performance Agreement between Trustor and Beneficiary dated January 2, 1992 and (ii) the payment of all costs and attorneys' fees incurred by Beneficiary in exercising any and all judicial or non-judicial remedies available to Trustee or Beneficiary in connection with such Performance Agreement and 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, both of which are set forth in the fictitious Deed of Trust recorded in the office of the County Recorder of Douglas County, State of Nevada, in Book 57, Page 115, Document No. 40050 (a copy of which is attached hereto as Exhibit "A") shall inure to and bind the parties hereto, with respect to the property above described. The agreements, terms and provisions contained in such

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Subdivisions A and B, 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. Any reference to the terms, note, notes, or other similar terms in such Subdivision A & B shall mean and be synonymous with the Performance Agreement secured by this Deed of Trust.

The provisions of the fictitious deed of trust incorporated herein are hereby amended to require the insurance against loss by fire, with extended coverage endorsement, for an amount equal to the sum of the total indebtedness secured by this deed of trust plus the amount of indebtedness secured by the Senior Deed of Trust.

Beneficiary does hereby authorize and appoint trustee as his true and lawful attorney-in-fact with full authority and power to do and to perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, to authorize the reconveyance of this Deed of Trust at such time as either (i) the Senior Deed of trust and the obligations secured thereby are satisfied or (ii) Beneficiary is released from all liability for the payment of the Senior Deed of Trust and the obligations secured thereby, hereby ratifying and confirming whatever action said attorney-in-fact shall, or may, take by virtue hereof in the premises; provided, however, that such power of attorney may not be exercised during any time an unrescinded notice of default and election to sell pursuant to a default under this Deed of Trust is of record. In determining whether or not the Senior Deed of Trust and the obligations secured thereby have been satisfied or that Beneficiary has been released from all liability for such satisfaction, Trustee may rely upon a recorded Deed of Reconveyance of the Senior Deed of Trust or a written verification from the last holder of the obligation(s) secured by the Senior Deed of Trust that (x) such obligation(s) have been fully satisfied or (y) that Beneficiary has been released from all liability for the satisfaction of such obligation(s).

Beneficiary joins in the execution of this Deed of Trust for the purpose of granting the power of attorney to Trustee as above set forth.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address set forth above.

THIS DOCUMENT MAY BE SIGNED IN COUNTER PART

Signature of Trustor:

William Earl Miller
WILLIAM EARL MILLER
Margaret Lois Miller
MARGARET LOIS MILLER

Signature of Beneficiary:

Glenn A. Flores
GLENN A. FLORES
Donna M. Flores
DONNA M. FLORES

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On MARCH 4, 1994, 19 , before me, V. BERLANDIER

, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared WILLIAM EARL MILLER AND MARGARET LOIS MILLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



V. Berlandier
Notary Public, State of CALIFORNIA
My commission expires: MARCH 4, 1996

(General)

State of Nevada)
County of Douglas) ss.



On March 10, 1994, personally appeared before me, a Notary Public (or judge or other officer, as the case may be), Glenn A. Flores and Donna M. Flores 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.

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

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This is a master form of deed of trust in accordance with Chapter 204 of Nevada Revised Statutes

DEED OF TRUST WITH
ASSIGNMENT OF BENEFIT

THIS DEED OF TRUST made this _____ day of _____, 19____, between TRUSTOR, whose address is _____ and NEVADA TITLE GUARANTY COMPANY, a Nevada corporation, herein called TRUSTEE, and herein called BENEFICIARY,

W I T N E S S E T H:

That Trustor does hereby grant, bargain and sell to Trustee in trust, with power of sale, that certain real property in the County of _____ State of Nevada, described as follows:

TOGETHER with all appurtenances in which Trustor has any interest with the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described, and in addition thereto the property described in the exhibit marked "Exhibit B" and attached hereto and made a part hereof, 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 \$ _____ 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.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

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

(2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, and as may be approved by Beneficiary, for 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 and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof,

Beneficiary may procure such insurance and/or make such repairs, and expend for either or such purposes such sum or sums as Beneficiary shall deem proper.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.

(6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four per cent (4%) of any instalment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED:

(1) That 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 effect as above provided for disposition of proceeds of fire or other insurance.

(2) That 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 for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust,

including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

(8) The following covenants: Ass. 1, 3, 4 (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

(9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

(10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.

(11) That 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. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. 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.

(12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(13) 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.

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.

Signature of Trustor

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COPY

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

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SUZANNE MAUDREAU
RECORDER
\$ 14.00 PAID OK DEPUTY