

WHEN RECORDED, PLEASE MAIL TO:
AnnaMarie Rehberger
P.O. Box 3651
Incline Village, NV 89450

FIRST AMERICAN TITLE COMPANY
ESCROW NO. 175353CC
PACIFIC TITLE, INC.
TITLE NO. 2583

DEED OF TRUST

THIS DEED OF TRUST is made this 6th day of April, 1994, by and between IRENE MARIA BRUNI, a single woman, of Zephyr Cove, Nevada, Trustor; **FIRST AMERICAN TITLE COMPANY OF NEVADA**, Trustee, and **ANNEMARIE REHBERGER** as Trustee of the **REHBERGER FAMILY TRUST** dated June 17, 1992, of Post Office Box 3651, Incline Village, Nevada 89450, Beneficiary;

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with the power of sale, all that certain property situate in the County of Douglas, State of Nevada, being more particularly described as follows:

Lot 176, as shown on the map of Skyland Subdivision No. 3, filed in the office of the County Recorder of Douglas County, Nevada, on February 24, 1960, as Document No. 15653.

Together with all beach rights as contained in Deed to Skyland Water Co., recorded February 5, 1960, as Document No. 15573, Douglas County, Nevada.

Assessor's Parcel No.: 05-043-16

And, also, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to the said property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the same unto the said Trustee and its successors, for the purpose of securing payments of a principal indebtedness in the sum of SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00) evidenced by a promissory note of even date herewith, with interest thereon according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and any and all extensions or renewals thereof, payment of such additional principal sums with interest thereon as may hereafter be loaned by Beneficiary to Trustor, payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all claims for labor and materials furnished for any construction, alteration or repair upon the above described premises, to comply with all laws affecting said property or relating to any alterations or improve-

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ments that may be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

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 endorsements, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary hereby secured, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, and if 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 proper.

3. The following covenants, Nos. 1, 3, 4 (interest 15%), 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust.

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

5. The rights and remedies hereby granted shall not exclude any other rights and 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.

6. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representative, executors, successors and assigns of the parties hereto and the holder hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

7. Trustor assigns hereby to Trustee any and all rents of the above-described premises accruing after default, and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee, or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any trustee's sale hereunder held, the Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed, and at such sale is hereby authorized to bid for Beneficiary or other absent persons.

8. It is hereby agreed that the trust created hereby is irrevocable by Trustor.

9. This deed of trust is executed by Trustor and accepted by

Beneficiary with the express understanding that the relationship of landlord and tenant shall exist as between the purchaser of the property covered hereby upon foreclosure proceedings and Beneficiary and her successors in interest, and Trustor may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action or summary eviction action in the event the possession of said property should not voluntarily be surrendered to such purchaser.

10. Should Trustor, without the consent in writing of Beneficiary, voluntarily sell, transfer, or convey her interest in the property, or any part thereof, or if by operation of law, it be sold, transferred, or conveyed, then Beneficiary may, at her option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

11. This deed of trust is subject and subordinate to a deed of trust executed by IRENE MARIA BRUNI, a single woman, in favor of BERNARD S. MacCABE, a married man, and the Trustee being WESTERN TITLE COMPANY, INC., a Nevada corporation, recorded as Document No. 311675, Book No. 793, Page No. 636, on July 6, 1993, in the office of the County Recorder of Douglas County, State of Nevada, Official Records.

THIS DEED OF TRUST AND THE NOTE SECURED HEREBY ARE PERSONALLY GUARANTEED BY THE TRUSTOR HEREOF IN ADDITION TO THE SECURITY PLEDGED HEREUNDER. THE TRUSTOR AGREES THAT THE BENEFICIARY MAY PURSUE HER PERSONALLY AND INDIVIDUALLY FOR COLLECTION IN LIEU OF FORECLOSURE UNDER THIS DEED OF TRUST. THIS REMEDY IS IN ADDITION TO ALL OTHER REMEDIES THE LAW MAY PROVIDE.

IN WITNESS WHEREOF, the Trustor herein has hereunto executed these presents the day and year first above written.

Irene Maria Bruni
 IRENE MARIA BRUNI

STATE OF Nevada)
) : ss.
 COUNTY OF Washoe)

On this 4th day of April, 1994, personally appeared before me, Cathy Rhaesa, a Notary Public, IRENE MARIA BRUNI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, who acknowledged to me that she executed the above instrument in her authorized capacities and that by her signature on the instrument, she, and/or the entity upon the behalf of which she acted, executed the instrument.

Cathy Rhaesa
 NOTARY PUBLIC



R Menchetti Ltd.
 Attorneys & Counselors at Law
 P.O. Office Drawer 7100
 INCLINE VILLAGE, NEVADA 89452
 Telephone (702) 831-0326

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COPY

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

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SUZANNE BEAUDREAU
RECORDER
PAID 10 DEPUTY