

13'  
WHEN RECORDED, MAIL TO:

NARAMCO CORPORATION  
Post Office Box 6843  
Incline Village, Nevada 89450

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(Contains an Acceleration Clause)

THIS DEED OF TRUST, made this 4th day of April, 1994, between J.F.S. INCORPORATED, a Nevada corporation, herein called Trustor, FIRST CENTENNIAL TITLE COMPANY OF NEVADA, a Nevada corporation, herein called Trustee, and NARAMCO CORPORATION, a Nevada corporation, herein called Beneficiary.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property located in Douglas County, State of Nevada, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

Assessor's Parcel Numbers: 37-480-18 and 37-480-19.

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.

In the event the real property, or any portion thereof, or any interest therein, is sold, agreed to be sold, alienated, or conveyed by the Trustor, by operation of law, or otherwise, all obligations secured by this Deed of Trust, irrespective of the maturity dates expressed in the Promissory Note or Notes referred to above, shall, at the option of the Beneficiary and without demand or notice, immediately become due and payable.

For the purpose of securing (1) payment of the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (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.

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To protect the security of this Deed of Trust, and with respect to the property above-described, 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 regulations 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, 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. To pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee'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. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at 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. 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 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 monies received by him in the same manner and with the same effect 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 Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.



7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date 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 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 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 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 entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare 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.

10. 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 county 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.

(a) 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 thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) 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 parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable 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 cost of evidence of title and Trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (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 acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County 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, inures 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, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.



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, 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; 3; 4 (10%); 5; 6; and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any default and any notice of sale hereunder be mailed to the following address: 1875 Highway 395 South, Gardnerville, Nevada, 89410.

J.F.S. INCORPORATED, a Nevada corporation

By: Joseph F. Scalise  
JOSEPH F. SCALISE, President

STATE OF NEVADA )  
                          :SS  
COUNTY OF WASHOE )

On April 4, 1994, personally appeared before me, a Notary Public, JOSEPH F. SCALISE, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Steve Grumer  
Notary Public



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

**PARCEL NO 1:**

A Parcel of land lying entirely within Parcel "B", as shown on the Official Plat, TOPAZ RANCH ESTATES UNIT NO. 4, as filed for record in the Office of the County Recorder, Douglas County, Nevada, and more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Block "V", TOPAZ RANCH ESTATES UNIT NO. 4, and proceeding thence along the Easterly line of ALBITE ROAD, South  $12^{\circ}23'37''$  East 143.93 feet; thence leaving said Easterly line and proceeding North  $77^{\circ}36'23''$  East 311.07 feet; thence North  $17^{\circ}25'09''$  West 143.48 feet to a point on the Southerly line of Lot 2, Block "V" of TOPAZ RANCH ESTATES UNIT NO. 4, thence proceeding along the Southerly lines of Lots 2 and 1, Block "V", TOPAZ RANCH ESTATES UNIT NO. 4, South  $77^{\circ}36'23''$  West 298.50 feet to the point of beginning.

A.P.N. 37-480-18

**PARCEL NO 2:**

The following described as a parcel of land-lying entirely within Parcel "B" as shown on the Official Plat, TOPAZ RANCH ESTATE UNIT NO. 4, filed for record in the Office of the County Recorder, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, Block V of TOPAZ RANCH ESTATES UNIT NO. 4, thence along the East side of ALBITE ROAD, South  $12^{\circ}23'37''$  East 142.93 feet to the True Point of Beginning; thence continuing South  $12^{\circ}23'37''$  East 130.18 feet to the beginning of a curve to the left the tangent of which bears the last described course; thence along said curve having a central angle of  $95^{\circ}01'32''$  a radius of 20.00 feet, through an arc length of 33.17 feet to a point on the Northerly line of a proposed 60 foot wide roadway; thence along said Northerly line, North  $72^{\circ}25'09''$  East 301.35 feet; thence leaving said Northerly line and proceeding North  $17^{\circ}25'09''$  West 124.18 feet; thence South  $77^{\circ}36'23''$  West 311.07 feet to the True Point of Beginning.

A.P.N. 37-480-19

TOGETHER WITH a non-exclusive easement over a 60 foot wide roadway (CARTER DRIVE) lying entirely within Parcel B, as shown on Official Plat of TOPAZ RANCH ESTATES UNIT NO. 4, as filed for record in the Office of the County Recorder of Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, Block V to TOPAZ RANCH ESTATES UNIT NO. 4, and proceeding thence along the Easterly side of ALBITE ROAD, S.  $12^{\circ}23'37''$  E., 274.11 feet to the True Point Of Beginning, said point also being the beginning of a curve to the left, the tangent of which bears the last described course; thence along said curve, having a central angle of  $95^{\circ}01'32''$ , a radius of 20.00 feet through an arc length of 33.17 feet to a point on the Northerly line of said 60 foot wide roadway; thence along said Northerly line, N.  $72^{\circ}34'51''$  E., 1,463.88 feet to a point on the Westerly line of a roadside park parcel; thence along said Westerly line, S.  $12^{\circ}23'37''$  E. 60.24 feet to a point on the Southerly line of said 60 foot wide roadway; thence along said line, South  $72^{\circ}34'51''$  W., 1467.39 feet to the beginning of a curve to the left, the tangent of which bears the last described course; thence along said curve, having a central angle of  $84^{\circ}58'28''$ , a radius of 20.00 feet through an arc length of 29.66 feet to a point on the Easterly line of ALBITE ROAD; thence along said Easterly line N.  $12^{\circ}23'37''$  W., 100.38 feet to the POINT OF BEGINNING.

Exhibit A  
COUNTY RECORDER

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REQUESTED BY  
Steve Grumer  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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BK 0494 PG 4101

UZANNE BEAUDREAU  
RECORDER

\$ 13<sup>00</sup> PAID K2 DEPUTY