After recording, return to: Walther, Key, Maupin, Oats, Cox, Klaich & LeGoy P. O. Box 30000 Reno, Nevada 89520

# DEED OF TRUST AND ABSOLUTE ASSIGNMENT OF RENTS

This Deed of Trust and Absolute Assignment of Rents is executed by Adolf A. Schonder and Kathleen M. Schonder, as Trustees of the Schonder Family Trust, dated September 16, 1993, to Pacific Title, Inc., as Trustee, for the benefit of David Joseph Dapra and Joycette Rae Dapra, as Co-Trustees of the Dapra Family Trust, as Beneficiary.

I

#### PURPOSE

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property located in Glenbrook, Douglas County, Nevada, commonly described as 204 Glenbrook Inn Road, and particularly described on Exhibit A attached hereto and incorporated herein by reference, together with the rents, issues, and profits thereof. The real property described above is hereafter referred to as the "Real Property." This Deed of Trust secures the following:

- A. The performance of each covenant of Trustor contained in article II.
- B. The payment of the indebtedness evidenced by a Promissory Note of the same date as this Deed Of Trust in the principal sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00), bearing interest on the declining principal balance at the rate of 8.75% per annum, which rate is to be adjusted effective January 1, 2000. This Promissory Note is incorporated by reference as a part of this Deed of Trust.
- C. The payment of such additional sums, with interest thereon, as may hereafter be loaned by Beneficiary to Trustor when evidenced by a promissory note of Trustor. The promissory note is to state that it is secured by this Deed of Trust. As used in this Deed of Trust, the term "Promissory Note" includes the Promissory Note referred to in paragraph B. above and any subsequent promissory note which evidences the additional advances which are secured by this Deed of Trust.

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- A. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the Real Property; to comply with all laws affecting the Real Property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to commit, suffer, or permit any acts upon the Real Property in violation of any law, covenant, condition, or restriction affecting the Real Property; to maintain the Real Property in a good state of repair and not to make any alterations to the Real Property which would in any way reduce or impair or tend to reduce or impair its value.
- B. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed of Trust.
- C. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (Fire insurance, replacement value of improvements), Covenant No. 3, Covenant No. 4 (Interest 12%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (Attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

III

#### DEFAULT

- A. Any of the following shall constitute a default under the terms of this Deed of Trust.
- 1. The failure to make any of the payments required by the terms of the Promissory Note.
- 2. The failure to perform any of the covenants contained in article II.
- 3. The sale, contracting to sell, transfer, or other disposition of the Real Property, or of any part thereof or of any interest therein, whether voluntary or involuntary, or any change in the character or use of the Real Property, without the prior written consent of Beneficiary.

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Upon any default, Beneficiary may, at Beneficiary's option, declare the full amount of the indebtedness evidenced by the Promissory Note immediately due and payable although the time of maturity as expressed in the Promissory Note may not have then arrived, and Beneficiary shall be entitled to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to rent or lease the Real Property or any part thereof for such rental, term, and upon such conditions as Beneficiary considers necessary or proper, and to collect the rents, issues, and profits thereof as additional security.

The rights and remedies expressly granted by the terms of this Deed of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed of Trust or permitted by law shall be concurrent and cumulative.

TV

#### ABSOLUTE ASSIGNMENT OF RENTS

As additional security, Trustor hereby grants, transfers, and assigns to Eeneficiary the right, power, and authority, to collect the rents, issues, and profits of the Real Property, during the term of this Deed of Trust provided that Trustor shall retain the right to collect and retain such rents, issues, and profits as they become due and payable so long as Trustor is not in default under the terms of this Deed of Trust. 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 the Real 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 losses and expenses of operations and collection, including reasonable attorneys' fees, upon any indebtedness secured thereby, and in such order as Beneficiary may determine. entering and taking possession of said property, the collection of such rents, issues, and profits and the application thereof to any indebtedness secured by this Deed of Trust, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

#### REPRESENTATIONS AND WARRANTIES

This Deed of Trust is executed by Trustor and accepted by Trustee and Beneficiary as a first Deed of Trust upon the Real Property as represented by Trustor. Trustor hereby represents and warrants there are no prior deeds of trust.

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## CONDEMNATION PROCEEDS

If all or any portion of the Real Property is taken by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute, all sums paid as a result of the taking shall, to the extent required to discharge all obligations of Trustor which are secured by the terms of this Deed of Trust, be paid to Beneficiary, and the balance remaining, if any, shall be paid to Trustor.

VII

## DEFICIENCY JUDGMENT

Trustor agrees to pay any deficiency arising in any manner after the application of the proceeds of any foreclosure sale held by Trustee pursuant to the provisions of this Deed of Trust.

VIII

#### MISCELLANEOUS

- A. Trustee is not obligated to notify any party to this Deed of Trust of any 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.
- B. This Deed of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

WALTHER, KEY, MAUPIN, OATS, COX,

- C. The waiver of any breach of any of the terms or conditions of this Deed of Trust, or of any of the terms and conditions of the Promissory Note, shall not constitute a waiver of any subsequent breach of the same or of any other term or condition.
- D. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

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All notices of default shall be mailed to Trustor at the following address:

> 10 Dartmouth Drive Reno, Nevada 89509

Dated: January 18th, 1995.

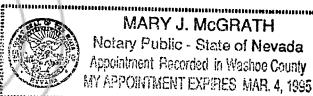
SCHONDER FAMILY TRUST

Adolf A. Schonder, Co-Trustee

STATE OF NEVADA ss: COUNTY OF WASHOE

On this <u>184</u> day of January 1995, before me, a Notary Public, personally appeared before me Adolf A. Schonder, as Co-Trustee of the Schonder Family Trust, who acknowledged to me that he executed the foregoing instrument.

ne Grath



MARY J. McGRATH Notary Public - State of Nevada Appointment Recorded in Washoe County MY APPOINTMENT EXPIRES MAR. 4, 1995

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All that certain real property situate in the City of Glenbrook, County of Douglas, State of Nevada, being more particularly described as follows:

## PARCEL NO. 1

Lot 52 in Block B, as shown on the AMENDED MAP OF GLENBROOK UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on October 13, 1978.

## PARCEL NO. 2

The exclusive right to use for garage purposes that parcel designated as "G.E." 52, in Block B, as shown on the AMENDED MAP OF GLENBROOK UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on October 13, 1978.

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PACIFIC TITLE, INC.

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

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