

**FOURTH AMENDMENT TO DEED OF TRUST AND
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND
NOTICE OF ADDITIONAL ADVANCE**

THIS FOURTH AMENDMENT TO DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL ADVANCE, is made this 15th day of March, 1995 by and among WILLIAM F. KARTOZIAN, STANLEY W. SPERLING and RICHARD J. JEHA (hereinafter collectively referred to as "Trustor") as Debtors and Trustors and LAKESIDE INN, INC., a Nevada corporation as an Additional Debtor (hereinafter referred to as "Additional Debtor") and WESTERN TITLE COMPANY, INC., a Nevada corporation formerly known as LAWYERS TITLE OF NORTHERN NEVADA, a Nevada corporation, Trustee (hereinafter referred to as "Trustee"), and FIRST INTERSTATE BANK OF NEVADA, N.A., as Secured Party and Beneficiary (hereinafter referred to as "Beneficiary").

W_I_T_N_E_S_S_E_T_H:

WHEREAS, Trustor and Additional Debtor did execute a Deed of Trust and Security Agreement with Assignment of Rents (hereinafter the "Original Deed of Trust") for the benefit of Beneficiary dated May 22, 1985 and recorded on May 24, 1985 in the office of the County Recorder of Douglas County, Nevada in Book 585 at Page 2106 as Document No. 117789 for the purpose of securing, among other things, Borrowers' performance under: (i) a Term Note in the original principal amount of Seven Million Four Hundred Thousand Dollars (\$7,400,000.00) (the "Original Term Note"); (ii) a Revolving Credit Note in a principal amount not to exceed Two Million One Hundred Forty-Seven Thousand Eight Hundred Dollars (\$2,147,800.00) (the "Original RLC Note"); and (iii) a Term and Revolving Credit Loan Agreement (the "Original Loan Agreement"), all of even date therewith; and

WHEREAS, Trustor, Additional Debtor and Beneficiary did execute a First Amendment to Deed of Trust and Security Agreement with Assignment of Rents under date of July 17, 1986 which was recorded in the Official Records of Douglas County on July 18, 1986 in Book 786 at Page 1429 as Document No. 137669 (the "First Amendment to Deed of Trust") for the purpose of amending the Original Deed of Trust in order to cause it to secure Borrowers' performance under: (i) an Amended and Restated Note in the original principal amount of Eight Million Nine Hundred Sixty-Two Thousand Eight Hundred Twenty-One Dollars and Ninety-Four Cents (\$8,962,821.94) which caused Trustor's obligations under the Original Term Note and under the Original RLC Note to be evidenced by a single instrument and which amended and restated the terms and conditions of the Original Term Note and the Original RLC Note (the "First Restated Note"); (ii) a Revolving Credit Note (Weekend) in a principal amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) outstanding at any one time (the "Original Weekend RLC Note"); and (iii) the Original Loan Agreement as amended by a First Amendment to Term and Revolving Credit Loan Agreement (the "First Amendment to Loan Agreement"); and

WHEREAS, pursuant to several instruments, each entitled "Amendment to Revolving Credit Note" (collectively the "Initial RLC Note Amendments"), the Original Weekend RLC Note was amended for the purpose of causing its term to be extended, on successive occasions, until August 1, 1989; and

WHEREAS, on August 1, 1989, Borrowers and Lender entered into that certain "Amendment to Revolving Credit Note"

(the "First Amendment to Weekend RLC Note") pursuant to which, among other things, the maximum principal amount available for borrowing under the Original Weekend RLC Note was increased to Two Hundred Fifty Thousand Dollars (\$250,000.00) and the term of the Original Weekend RLC Note was extended until July 1, 1990; and

WHEREAS, on May 24, 1990, Borrowers and Lender entered into that certain agreement entitled "Revision Agreement" (the "Revision Agreement") pursuant to which, among other things, the term of the First Restated Note was extended until July 1, 1990; and

WHEREAS, on July 31, 1990, Borrowers and Lender entered into that certain "Second Amendment to Term and Revolving Credit Loan Agreement" (the "Second Amendment to Loan Agreement") pursuant to which, among other things: (i) the term of the First Restated Note (as it had been modified) was extended for a five (5) year period; and (ii) the terms and conditions under which Borrowers were to repay the unpaid principal amount under the First Restated Note (as it had been modified) were further modified; and (iii) the term of the Original Weekend RLC Note (as it had been modified) was extended until July 1, 1991. The modifications to the First Restated Note which were accomplished pursuant to the Second Amendment to Loan Agreement are hereinafter collectively referred to as the "1990 Term Loan Modifications"; and

WHEREAS, the 1990 Term Loan Modifications were evidenced by that certain "First Amendment to Amended and Restated Note", under date of July 31, 1990 (the "First Amendment to Restated Note") which amended the terms and conditions of the First Restated Note (as it had been previously modified); and

WHEREAS, on July 19, 1991, Borrowers and Lender entered into that certain "Third Amendment to Term and Revolving Credit Loan Agreement" (the "Third Amendment to Loan Agreement") pursuant to which, among other things, the Original Weekend RLC Note was further amended, thereby extending the term of the Original Weekend RLC Loan until August 1, 1992; and

WHEREAS, on November 30, 1992, Trustor, Additional Debtor and Beneficiary did enter into that certain "Fourth Amendment to Term and Revolving Credit Loan Agreement" (the "Fourth Amendment to Loan Agreement") pursuant to which, among other things: (i) the rate at which interest accrued under the First Restated Note (as it had previously been modified) was fixed at a stated rate, as evidenced by a Second Amended and Restated Note of even date therewith (the "Term Note"), which superseded the First Restated Note (as it had previously been modified); and (ii) the term of the Original Weekend RLC Loan (as it had previously been modified) was extended until November 1, 1993, as evidenced by an Amended and Restated Revolving Credit Note (Weekend) of even date therewith (the "Restated Weekend RLC Note") which amended and restated the terms and conditions of the Original Weekend RLC Note (as it had previously been modified); and

WHEREAS, Trustor, Additional Debtor and Beneficiary did execute a Second Amendment to Deed of Trust and Security Agreement with Assignment of Rents (the "Second Amendment to Deed of Trust") under date of November 30, 1992 which is recorded in the Official Records of Douglas County on

December 1, 1992 in Book 1292 at Page 98 as Document No. 294408 for the purpose of amending the Original Deed of Trust (as modified by the First Amendment to Deed of Trust) in order to cause it to secure Borrowers' performance under: (i) the Term Note; (ii) the Restated Weekend RLC Note; and (iii) the Original Loan Agreement as modified by the First Amendment to Loan Agreement, the Second Amendment to Loan Agreement, the Third Amendment to Loan Agreement and the Fourth Amendment to Loan Agreement; and

WHEREAS, on January 12, 1993, Trustor and Beneficiary entered into a Fifth Amendment to Term and Revolving Credit Loan Agreement (the "Fifth Amendment to Loan Agreement"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Beneficiary agreed to make a revolving line of credit loan to Trustor in a principal amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) outstanding at any one time (the "Original Working Capital RLC Loan"); and

WHEREAS, pursuant to the Fifth Amendment to Loan Agreement, Trustor did execute a Revolving Credit Note, of even date therewith, which is payable to the order of Beneficiary in a principal amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) outstanding at any one time (the "Original Working Capital RLC Note"); and

WHEREAS, Trustor, Additional Debtor and Beneficiary did execute a Third Amendment to Deed of Trust and Security Agreement with Assignment of Rents and Notice of Additional Advance (the "Third Amendment to Deed of Trust") under date of January 12, 1993 which is recorded in the Official Records of Douglas County, Nevada on January 14, 1993 in Book 193 at Page 1792 as Document No. 297334 for the purpose of amending the Original Deed of Trust (as previously modified) in order to cause it to secure Borrowers' performance under: (i) the Term Note; the Restated Weekend RLC Note; (iii) the Original Working Capital RLC Note; and (iv) the Original Loan Agreement as amended by the First Amendment to Loan Agreement, by the Second Amendment to Loan Agreement, by the Third Amendment to Loan Agreement, by the Fourth Amendment to Loan Agreement and by the Fifth Amendment to Loan Agreement; and

WHEREAS, on November 30, 1993 Trustor and Beneficiary entered into that certain Sixth Amendment to Term and Revolving Credit Loan Agreement (the "Sixth Amendment to Loan Agreement") pursuant to which the term of the Restated Weekend RLC Note was extended to November 1, 1994 and the term of the Original working Capital RLC Note was extended to December 31, 1994; and

WHEREAS, on November 11, 1994 Trustor and Beneficiary did enter into that certain Seventh Amendment to Term and Revolving Credit Loan Agreement (the "Seventh Amendment to Loan Agreement") pursuant to which the term of the Restated Weekend RLC Note (as previously extended) was further extended to February 1, 1995; and

WHEREAS, Trustor and Beneficiary did execute the following instruments on January 15, 1995: (i) First Amendment to Amended and Restated Revolving Credit Note (Weekend) (the "First Amendment to Restated Weekend RLC Note") pursuant to which the maturity of the Restated Weekend RLC Note (as previously extended) was extended until December 31, 1995; and (ii) First Amendment to Revolving Credit Note (the "First Amendment to Working Capital RLC Note") pursuant to

which the term of the Original Working Capital RLC Note (as previously extended) was extended until December 31, 1995 (subject to the requirement that Trustor maintain a "zero" balance thereunder during the period set forth therein); and

WHEREAS, the Original Loan Agreement, as amended by the First Amendment to Loan Agreement, by the Second Amendment to Loan Agreement, by the Third Amendment to Loan Agreement, by the Fourth Amendment to Loan Agreement, by the Fifth Amendment to Loan Agreement, by the Sixth Amendment to Loan Agreement and by the Seventh Amendment to Loan Agreement, is hereinafter collectively referred to as the "Existing Loan Agreement". The Original Working Capital RLC Note, as amended by the Sixth Amendment to Loan Agreement and the First Amendment to Working Capital RLC Note is hereinafter collectively referred to as the "Existing Working Capital RLC Note". The Restated Weekend RLC Note, as amended by the Sixth Amendment to Loan Agreement, the Seventh Amendment to Loan Agreement and the First Amendment to Restated Weekend RLC Note, is hereinafter collectively referred to as the "Weekend RLC Note". The Original Deed of Trust, as amended by the First Amendment to Deed of Trust, by the Second Amendment to Deed of Trust and by the Third Amendment to Deed of Trust, is hereinafter collectively referred to as the "Existing Deed of Trust"; and

WHEREAS, concurrently herewith, Trustor and Beneficiary did execute an Eighth Amendment to Term and Revolving Credit Loan Agreement (the "Eighth Amendment to Loan Agreement") pursuant to which, among other things, Trustor and Beneficiary did execute an Amended and Restated Revolving Credit Note (the "Restated Working Capital RLC Note") which amended and restated the Existing Working Capital RLC Note and increased the maximum amount which may be advanced and unpaid under the Existing Working Capital RLC Loan, at any one time, from Five Hundred Thousand Dollars (\$500,000.00) to Seven Hundred Fifty Thousand Dollars (\$750,000.00); and

WHEREAS, Trustor and Beneficiary now wish to cause the Restated Working Capital RLC Note and the terms, covenants, promises and provisions contained in the Existing Loan Agreement, as amended by the Eighth Amendment to Loan Agreement to be secured by the Existing Deed of Trust as amended hereby.

NOW, THEREFORE, for the purpose of amending the Existing Deed of Trust and for the further purpose of confirming its continued security for repayment of the Term Note, the Weekend RLC Note and the Restated Working Capital RLC Note and the performance of the terms, covenants, promises and provisions contained in the Existing Loan Agreement, as amended by the Eighth Amendment to Loan Agreement, and for other good and valuable consideration, the parties hereto do agree as follows:

1. That the Existing Deed of Trust, as amended hereby, and all collateral thereby encumbered shall secure:

First: Payment of the principal sum of Seven Million Five Hundred Thirty-Four Thousand Nine Hundred Twenty-Three Dollars and Fifty-Three Cents (\$7,534,923.53), together with interest thereon, according to the terms of that certain "Second Amended and Restated Note", executed by Trustor and payable to the order of Beneficiary, under date of November 30, 1992 (the "Term Note"), according to the tenor

and effect of said Term Note, and all renewals, extensions and modifications of said Term Note.

Second: Payment of the principal sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) outstanding at any one time, together with interest thereon, according to the terms of that certain "Amended and Restated Revolving Credit Note (Weekend)", executed by Trustor and payable to the order of Beneficiary, under date of November 30, 1992 (the "Weekend RLC Note"), according to the tenor and effect of said Weekend RLC Note, and all renewals, extensions and modifications of said Weekend RLC Note.

Third: Payment of the principal sum not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) outstanding at any one time, together with interest thereon, according to the terms of that certain "Amended and Restated Revolving Credit Note", executed by Trustor and payable to the order of Beneficiary, of even date herewith (the "Working Capital RLC Note"), according to the tenor and effect of said Working Capital RLC Note, and all renewals, extensions and modifications of said Working Capital RLC Note.

Fourth: Payment and performance of every obligation, covenant, promise and agreement of Trustor contained in the Existing Deed of Trust, as amended hereby, or incorporated by reference into the Existing Deed of Trust, as amended hereby, including any sums paid or advanced by Beneficiary pursuant to the terms of the Existing Deed of Trust, as amended hereby.

Fifth: The expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor under the Existing Deed of Trust, as amended hereby, including, but not by way of limitation, reasonable attorney's fees, court costs, witness fees, expert witness fees, collection costs, Trustee's fees and costs of a trustee's sale guarantee, and costs and expenses paid by Beneficiary in performing for Trustor's account any obligation of said Trustor.

Sixth: Payment of any additional sum and interest thereon which may be hereafter loaned to Trustor when evidenced by a promissory note or notes which recite that the Existing Deed of Trust, or the Existing Deed of Trust as amended hereby, is security therefor.

Seventh: Performance of every obligation, warranty, representation, covenant, agreement and promise of Trustor, which is contained in the Existing Loan Agreement as amended by the Eighth Amendment to Loan Agreement and as it may hereafter be amended, modified, extended or renewed.

2. All references which are made herein, or which are made in the Existing Deed of Trust, to:

(a) "Deed of Trust" shall mean a collective reference to the Existing Deed of Trust as amended hereby.

(b) "Loan Agreement" shall mean a collective reference to the Existing Loan Agreement as amended by the Eighth Amendment to Loan Agreement, and as it may hereafter be modified.

(c) "Notes" shall mean a collective reference to the Term Note, the Weekend RLC Note and the Working Capital RLC Note, as such instruments may hereafter be extended, renewed or modified, each of which are referred to by Paragraph 1 above.

3. That all other trusts, covenants and agreements contained in the Existing Deed of Trust are hereby specifically referred to by this reference and are incorporated into this instrument as though fully set forth herein, except as modified herein, it being the intent of Trustor to subject the real property and improvements described on that certain exhibit marked Exhibit "A", affixed hereto and by this reference incorporated herein and made a part hereof, and the real and personal property collateral described in said Existing Deed of Trust, as amended herein, to all of the same trusts, covenants and agreements to the same extent and with the same force and effect as though fully restated herein.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

TRUSTORS:

ADDITIONAL DEBTOR:

William F. Kartozyan

LAKESIDE INN, INC.,
a Nevada corporation

Stanley W. Sperling

By Michael H. Bradford
Its President

Richard J. Jeha

BENEFICIARY:

FIRST INTERSTATE BANK OF
NEVADA, N.A.

By Maureen Klippenstein
Its A.V.P.
Maureen Klippenstein

(c) "Notes" shall mean a collective reference to the Term Note, the Weekend RLC Note and the Working Capital RLC Note, as such instruments may hereafter be extended, renewed or modified, each of which are referred to by Paragraph 1 above.

3. That all other trusts, covenants and agreements contained in the Existing Deed of Trust are hereby specifically referred to by this reference and are incorporated into this instrument as though fully set forth herein, except as modified herein, it being the intent of Trustor to subject the real property and improvements described on that certain exhibit marked Exhibit "A", affixed hereto and by this reference incorporated herein and made a part hereof, and the real and personal property collateral described in said Existing Deed of Trust, as amended herein, to all of the same trusts, covenants and agreements to the same extent and with the same force and effect as though fully restated herein.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

TRUSTORS:

ADDITIONAL DEBTOR:

LAKESIDE INN, INC.,
a Nevada corporation

William F. Kartoizian

By _____

Michael H. Bradford
Its President

Stanley W. Sperling

Richard J. Jeha

BENEFICIARY:

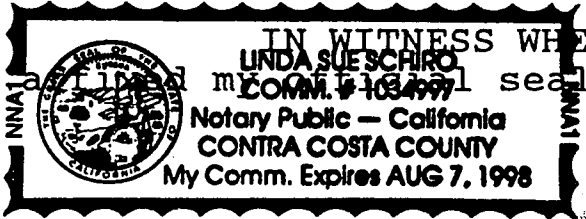
FIRST INTERSTATE BANK OF
NEVADA, N.A.

By _____

Its _____

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

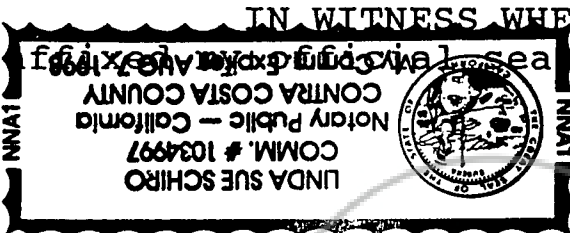
On this 13th day of March, 1995, before me, the undersigned, a notary public in and for the State of California, personally appeared WILLIAM F. KARTOZIAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



Linda Sue Schiro
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

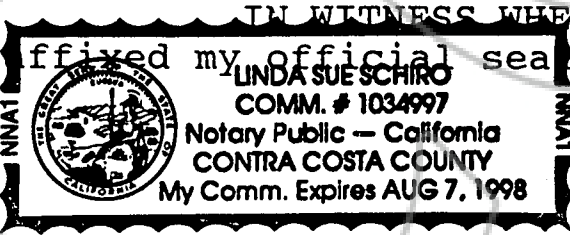
On this 13th day of March, 1995, before me, the undersigned, a notary public in and for the State of California, personally appeared STANLEY W. SPERLING, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



Linda Sue Schiro
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

On this 13th day of March, 1995, before me, the undersigned, a notary public in and for the State of California, personally appeared RICHARD J. JEHA, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



Linda Sue Schiro
Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE) SS

This instrument was acknowledged before me on March 15, 1995, by MAUREEN KLIPPENSTEIN as Assistant Vice President of FIRST INTERSTATE BANK OF NEVADA, N.A.

Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 7, 1995, by MICHAEL H. BRADFORD as President of LAKESIDE INN, INC.

Elaine McCollough
Notary Public



COPY

DESCRIPTION

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

Those portions of the Southeast Quarter of Section 22 and of the Southwest Quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., particularly described as follows:

PARCEL 1:

Commencing at a point on the West side of the Highway right of way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada, records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the Section Corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence North $60^{\circ}56'54''$ West, (of Record North $61^{\circ}00'00''$ West), a distance of 349.98 feet, (of Record 350.00 feet); thence North $18^{\circ}23'35''$ East, (of Record North $18^{\circ}24'08''$ East), a distance of 299.11 feet to the TRUE POINT OF BEGINNING; thence continuing North $18^{\circ}23'35''$ East, (of Record North $18^{\circ}24'08''$ East), a distance of 75.45 feet (of Record 75.43 feet); thence South $60^{\circ}56'54''$ East, (of Record South $61^{\circ}00'00''$ East), a distance of 382.78 feet, (of Record 385.40 feet), to a point on the West side of said Highway right of way line; thence from a tangent bearing South $19^{\circ}29'03''$ West curving to the right along the Westerly side of said Highway right of way line with a radius of 2460.00 feet through an angle of $01^{\circ}44'49''$, a distance of 75.00 feet to a point; thence North $60^{\circ}56'54''$ West, (of Record North $61^{\circ}00'00''$ West), a distance of 382.78 feet to the POINT OF BEGINNING.

A PORTION OF A.P.N. 07-120-02

PARCEL NO. 2:

Commencing at a point of the West side of the Highway right of way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada, records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the Section Corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence North $60^{\circ}56'54''$ West (of Record North $61^{\circ}00'00''$ West), a distance of 349.98 feet (of Record 350.00 feet); thence North $18^{\circ}23'35''$ East, (of Record North $18^{\circ}24'08''$ East), a distance of 198.04 feet to the TRUE POINT OF BEGINNING; thence continuing North $18^{\circ}23'35''$ East, (of Record North $18^{\circ}24'08''$ East), a distance of 101.07 feet to a point; thence South $60^{\circ}56'54''$ East, (of Record South $61^{\circ}00'00''$ East), a distance of 382.78 feet to a point on the West side of said Highway right of way line; thence from a tangent bearing South $21^{\circ}14'21''$ West curving to the right along the Westerly side of said Highway right of way line with a radius of 2460 feet through an angle of $02^{\circ}19'45''$, a distance of 100.00 feet (of Record 100.01 feet), to a point; thence North $60^{\circ}56'54''$ West, (of Record North $61^{\circ}00'00''$ West), a distance of 375.67 feet (of Record 375.68 feet), to the TRUE POINT OF BEGINNING.

A.P.N. 07-120-03

PARCEL NO.3:

Commencing at a point of the West side of the Highway right of way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada, records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the Section Corner
(Continued)

358139

PRE-123/car

BK0395PG2457

EXHIBIT A

common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence North 60°56'54" West, (of Record North 61°00'00" West), a distance of 349.98 feet, (of Record 350.00 feet); thence North 18°23'35" East, (of Record North 18°24'08" East), a distance of 121.97 feet to the Point of Beginning; thence continuing North 18°23'35" East, (of Record North 18°24'08" East), a distance of 76.07 feet; thence South 60°56'54" East, (of Record South 61°00'00" East), a distance of 175.68 feet; thence South 24°26'47" West, a distance of 75.00 feet; thence North 60°56'54" West, (of Record North 61°00'00" West), a distance of 167.64 feet to the Point of Beginning.

A PORTION OF A.P.N. 07-120-12

PARCEL NO. 4:

Commencing at a point on the West side of the Highway right of way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada, records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section Corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence North 60°56'54" West, (of Record North 61°00'00" West), a distance of 219.99 feet, (of Record 220.00 feet), to the Point of Beginning; thence North 60°56'54" West, (of Record North 61°00'00" West) a distance of 129.99 feet, (of Record 130.00 feet); thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet; thence South 61°00'00" East, along the Westerly Boundary of Parcel 3 above, a distance of 130.00 feet; thence South 18°23'35" West, (of Record South 18°24'08" West), a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

A PORTION OF A.P.N. 07-120-12

PARCEL NO. 5:

Commencing at the Section Corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence South 60°13' West a distance of 127.20 feet to a point of the Westerly 80 foot right-of-way line of Nevada State Route #3; thence North 60°56'54" West, (of Record North 61°00'00" West), a distance of 349.98 feet, (of Record 350.00 feet) to a point; thence North 18°23'35" East, (of Record North 18°24'08" East), a distance of 374.56 feet (of Record 374.54 feet) to the TRUE POINT OF BEGINNING; thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 291.45 feet (of Record 291.82 feet) to a point; thence South 61°52'31" East, a distance of 371.50 feet (of Record 371.52 feet), to a point on the Westerly right-of-way line of Nevada State Route #3; thence from a tangent that bears South 12°29'45" West curving to the right along the Westerly 80 foot right-of-way line of Nevada State Route #3, with a radius of 2460 feet through an angle of 06°59'48", an arc distance of 300.41 feet to a point; thence North 60°56'54" West (of Record 61°00'00" West), a distance of 385.40 feet to the Point of Beginning.

A PORTION OF A.P.N. 07-120-02

PARCEL NO. 6:

All that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 22, Township 13 North, Range 18 East, M.D.B. & M., that is described as follows:

Commencing at a point on the West side of the Highway right of way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada, records, said point being described as bearing South 60°13' West 127.20 feet from the Section Corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.; thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet, (of Record

(Continued)

358139

BK 0395 PG 2458

350.00 feet); thence North 18°23'35" East, (of Record North 18°24'08" East), a distance of 685.94 feet, (of Record 686.36 feet), to the TRUE POINT OF BEGINNING; thence South 61°00'22" West, (of Record North 61°00' West), a distance of 100.06 feet, (of Record 100.00 feet); thence North 18°23'35" East, (of Record North 18°25'47" East), a distance of 100.60 feet, (of Record 141.26 feet); thence North 61°11'11" West, (of Record North 61°11' West), a distance of 100.00 feet; thence South 18°23'35" East, 90.11 feet, (of Record 140.95 feet), to the Point of Beginning. Prior Recorded Documents except any portion of said Parcel lying within the Right of Way line of Kahle Drive, as follows:

RESERVING THEREFROM that certain 40 foot wide strip of land along the North line of the above described Parcel as reserved in the Deed recorded April 13, 1954, in Book B-1 of Deeds, at Page 74.

A PORTION OF A.P.N. 07-120-13

PARCEL NO. 7:

Commencing at a point of the West side of the Highway right-of-way line created by a Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada, records, said point being described as bearing South 60°13' West, a distance of 127.20 feet from the Section Corner common to Section 22, 23, 26 and 27, Township 13, North, Range 18 East, M.D.B. & M.; thence North 60°56'54" West, (of Record North 61°00' West), a distance of 169.99 feet, (of Record 170.00 feet), to the TRUE POINT OF BEGINNING; thence North 60°56'54" West, (of Record North 61°00' West), a distance of 50 feet; thence North 18°23'35" East, (of Record North 18°24'08" East), a distance of 121.97 feet to the Southwesterly line of the Parcel Conveyed to H.L. HAYNES and BERTHA E. HAYNES, by Deed recorded January 9, 1958, under File No. 12864, Douglas County, Nevada, records; thence South 60°56'54" East, (of Record South 61°00' East), a distance of 50 feet; thence South 18°23'35" West, (of Record South 18°24'08" West) a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

A PORTION OF A.P.N. 07-120-12

PARCEL NO. 8:

Lots 1 through 12 inclusive, in Block 1, as shown on the map of OLIVER PARK, filed in the Office of the County Recorder of Douglas County, Nevada, on February 4, 1959, as Document No. 14030.

A PORTION OF A.P.N.'S 07-120-13

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

'95 MAR 17 P12:31

358139

BK0395PG2459

LINDA SLATER
RECORDER
\$18.00 PAID *ko* DEPUTY