

When Recorded, Mail To:

Bennie Tom Disalvo  
P.O. Box 31  
Gardnerville, NV 89410

DEED OF TRUST

(Containing Due-On-Sale Clause)

THIS DEED OF TRUST, made and entered into this 26th day of June, 1995, by and between SUNRIDGE CORPORATION, a Nevada Corporation (hereinafter referred to as "TRUSTOR"), and MARQUIS ESCROW, INC. (hereinafter referred to as "TRUSTEE"), and BENNIE TOM DISALVO, Trustee of the Bennie Tom DiSalvo Trust, dated April 18, 1982 (hereinafter referred to as "BENEFICIARY").

W I T N E S S E T H:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust, with power of sale, in the following described real property situate in the County of Douglas, State of Nevada, as described in Exhibit "A" attached hereto.

Assessor's Parcel No. 21-280-11.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Trustor now has or may hereafter acquire, or in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and 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, or in his own name 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.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trust hereinafter expressed:

As security for the payment of (a) \$200,000.00 in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by Trustor to Beneficiary; (b) such additional amounts as may be hereafter loaned by Beneficiary or their successor to Trustor or any of them, or any successor in interest of Trustor, with interest thereon, and any other indebtedness or obligation of Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or their successor, may have against Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed 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 improvements that may be made thereon; not to commit, suffer or permit any acts upon said

property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

THIRD: The following covenants, numbers 1, 2 (\$0 of insurance), 3, 4 (interest at 10% per annum), 5, 6, 7 (counsel fees reasonable) and 8 of NRS §107.030 are hereby adopted and made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time as provided by statute, or by a writing, signed and acknowledged by them and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of the Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: 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.

SIXTH: 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.

SEVENTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply and bind the legal representative, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this deed of trust or the security

for which this deed of trust has been executed, any notice given under NRS §107.080 shall be given by registered letter to Trustor addressed to: 3445 S. VALLEY VIEW BLVD.

LAS VEGAS, NV. 89102

and such notice shall be binding upon Trustor, Assignee(s) or Grantee(s) from Trustor.

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by Trustor.

ELEVENTH: Trustor requests that any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinabove set forth.

TWELFTH: If the Trustor shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of his/her title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any Note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

IN WITNESS WHEREOF, Trustor has executed this deed of trust the day and year hereinafter written.

DATED this 26<sup>TH</sup> day of JUNE, 1995.

SUNRIDGE CORPORATION

By  BILL WELLMAN, President

Address of Trustor:

3445 S. VALLEY VIEW BLVD.

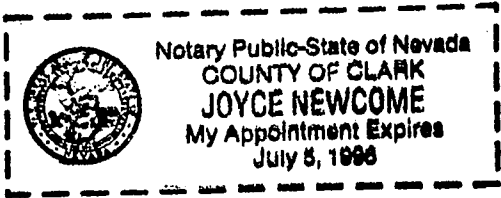
LAS VEGAS, NV. 89102

**ACKNOWLEDGMENT**

STATE OF NEVADA )  
 )  
COUNTY OF CLARK ) ss.

On the 26<sup>th</sup> day of June, 1995, personally appeared before me, a Notary Public, in and for said County and State, BILL WELLMAN, President of Sunridge Corporation, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.



*Joyce Newcome*  
\_\_\_\_\_  
NOTARY PUBLIC

## DESCRIPTION

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

A parcel of land located within a portion of the Southeast one-quarter (SE 1/4) of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING AT the Northwest corner of Sunridge Heights Unit 1, Phase A from which the Northeast one-sixteenth (NE 1/16) corner of Section 7, Township 14 North, Range 20 East, M.D.B. & M., bears South 89°37'04" West, 259.28 feet; thence along the Easterly right-of-way of U.S. Highway 395 South 01°05'44" West 1,719.85 feet to the Southerly right-of-way of Mica Drive as shown on the unrecorded map of Sunridge Unit 1, Phase A, THE POINT OF BEGINNING; thence along said Southerly right-of-way South 88°54'16" East, 90.00 feet; thence along the arc of a curve to the right having a delta angle of 32°05'41", radius of 772.50 feet and an arc length of 432.72 feet; thence along the arc of a curve to the right, tangent to the preceeding curve, having a delta angle of 93°25'48" radius of 20.00 feet and an arc length of 32.61 feet; thence South 36°37'13" West, 38.66 feet; thence along the arc of a curve to the left, having a delta angle of 33°37'13", radius of 300.00 feet and arc length of 176.04 feet; thence South 03°00'00" West, 83.25 feet; thence North 85°01'02" West, 438.16 feet more or less to the Easterly right-of-way of U.S. Highway 395; thence along said Easterly right-of-way along the arc of a curve to the left having a delta angle of 03°53'14", radius of 5,200.00 feet and an arc length of 352.79 feet; thence North 01°05'44" East, 43.41 feet to THE POINT OF BEGINNING.

A.P.N. 21-280-11

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

'95 JUN 29 P12:30

PRE3/ec

LINDA SLATER  
RECORDER

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

**365241**

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