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DEED OF TRUST
AND ASSIGNMENT OF RENTS

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A. PACKARD CORPORATION
A California Corp.

THIS DEED OF TRUST, made this 1st day of December, 1995, by and between ~~CHARLES D. ALLEN, JILL HINDS,~~ RICHARD L. TAYLOR and CORRINE P. TAYLOR, hereinafter referred collectively to as "TRUSTOR," and JAMES E. FRITSCH, hereinafter referred to as "TRUSTEE," and JAMES E. FRITSCH and MARTHA J. FRITSCH, hereinafter referred to collectively as "BENEFICIARY".

WITNESSETH:

WHEREAS, the said Trustor is indebted to Beneficiary, in the sum of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS (\$105,500.00) in lawful money of the United States, and has agreed to pay the same in lawful money, according to the terms of a Promissory Note to the Beneficiary executed on the same date herewith, executed and delivered therefore by the said Trustor to the said Beneficiary, which Promissory Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, the Trustor in consideration of the foregoing and for the purpose of securing all the covenants and conditions of said Promissory Note, together with any further amounts loaned or advanced by Beneficiary to Trustor by way of an increase to said Note or otherwise, and this Deed of Trust, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto the Trustee, its successors and assigns, all that certain real property in Stateline, Nevada, commonly known as 298 Orion Lane, Unit D, Tahoe Village Unit #1, more particularly described as follows:

Unit D, as set forth on the Condominium Map of Lot 30, Amended Map of Tahoe Village No. 1, filed for record December 9, 1981, as Document No. 63050, Official Records of Douglas County, State of Nevada.

TOGETHER WITH and undivided 1/4th interest in and to that portion designated as Common Area as set forth on the Condominium Map of Lot 30, Amended Map of Tahoe Village No. 1, filed for record December 9, 1981, as Document No. 63050, Official Records of Douglas County, State of Nevada.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues, and profits of said real property.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

1. To permit the said Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of the indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the said Trustor, its successors and assigns, the said described lands and premises.

2. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Notes secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary to be applied by them on account of the unpaid balance of such indebtedness.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Secs. 9601 et seq., as amended, together with any counterpart or similar law enacted by the State of Nevada; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. 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 endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary in the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and 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. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor; and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at eight percent (8%) per annum.

6. At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. It is mutually agreed:

1. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. That as additional security, Trustor hereby 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, 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 costs and expenses of operations 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.

6. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent (8%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

8. 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.

9. That 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. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. 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.

10. 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.

11. The following covenants: Nos. 1; 2 (\$105,500.00); 3; 4 (interest 8%), 5; 6; 7 (counsel fees reasonable); 8; and 9 of Nevada Revised Statutes §107.030, are hereby adopted and made a part of this Deed of Trust.

12. The Trusts created herein are irrevocable.


13. That if the Trustor shall sell, convey or alienate said property, or any part thereof, or shall enter into any agreement for the same, or any interest therein, or shall be divested of title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any notice evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

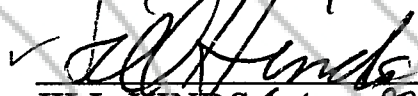
14. Trustor shall indemnify and hold Trustee and Beneficiary harmless from any damages or liability arising during Trustors ownership or possession of the property that may be imposed or alleged under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Secs. 9601 et seq., as amended, and any similar state law.

15. This Deed of Trust and Assignment of Rents may be signed in multiple counterparts.

The Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

IN WITNESS WHEREOF, the Trustor has hereunto caused the execution of this Deed of Trust the day and year first above written.


CHARLES D. ALLEN (PRESIDENT/CEO/TREAS.
A. PACKARD CORPORATION) ^{ODA}
A California Corporation _{JM}


JILL HINDS (VICE PRESIDENT/SEC. ^{ODA}
A. PACKARD CORPORATION) _{JM}
A California Corporation


RICHARD L. TAYLOR


CORRINE P. TAYLOR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

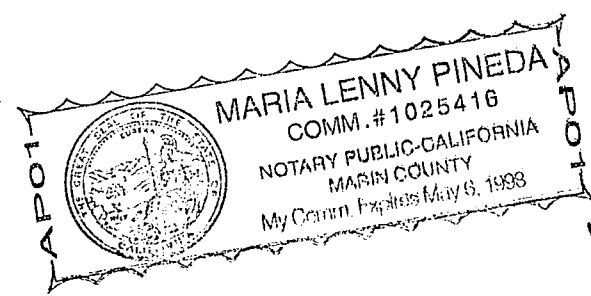
State of CALIFORNIA

County of MARIN

On 11/28/95 before me, Marie Lenny Pineda

personally appeared Charles D. Allen and Jill Hinds

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marie Lenny Pineda
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust and Assignment of

Document Date: _____ Number of Pages: 6 sheets

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charles D. Allen

Signer's Name: Jill Hinds

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

SEAL

ACKNOWLEDGMENT

STATE OF NEVADA)
 : SS
COUNTY OF _____)

On this ____ day of _____ 1995, before me, the undersigned, a Notary Public, personally appeared CHARLES D. ALLEN and JILL HINDS, known to me to be the persons described in and who executed the above foregoing instrument, and they acknowledged to me that they 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 the day and year hereinabove written.

NOTARY PUBLIC (SEAL)

^{Illinois}
STATE OF NEVADA)
 : SS
COUNTY OF LAKE)

On this 22 day of November 1995, before me, the undersigned, a Notary Public, personally appeared RICHARD L. TAYLOR and CORRINE P. TAYLOR, known to me to be the persons described in and who executed the above foregoing instrument, and they acknowledged to me that they 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 the day and year hereinabove written.

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

Martha Erickson

NOTARY PUBLIC (SEAL)

'95 DEC -1 A11:54

OFFICIAL SEAL
MARTHA A. ERICKSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-11-98

LINDA SLATER
RECORDER
\$14.00 PAID *[initials]* DEPUTY

376156

BK 1295PG0069