

Order No. 200903ZC

Escrow No. 200903ZC

When Recorded Mail To: **NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN**
P.O. Box 11355
South Lake Tahoe, CA 96155

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 30, 1997 between

GARDNER ENTERPRISES, LLC., a Nevada Limited Liability Company, TRUSTOR,

whose address is P.O. Box 2184 Stateline Nevada 89448
(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and

NOVASEL & SCHWARTE INVESTMENTS, INC. PROFIT SHARING PLAN, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the
, County of Douglas, State of NEVADA described as:

Lots 97 and 100 as said lots are set forth on the FINAL MAP OF GENOA LAKES PHASE 3, UNIT 2, Recorded in Official Records of Douglas County, Nevada on May 1, 1995, in Book 595, Page 78, as Document No. 361251. A.P. No. 17-402-03 and 17-402-06

DUE ON SALE CLAUSE:

Should the real property described herein, or any part of it, or any interest in it be sold, or if it is agreed that it will be sold, conveyed, or alienated by the trustor, all obligations secured by this Deed of Trust, without regard of the maturity dates expressed herein, at the option of the holder shall immediately become due and payable.

Subsequent Trust Deeds are subject to this Trust Deed and any renewal or extension thereof whether oral or written.

RELEASE PROVISION: Upon payment of \$52,500.00, beneficiary will release one of the two lots herein encumbered.

SEE BANKRUPTCY ADDENDUM EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

For the purpose of securing (1) payment of the sum of \$ 105,000.00 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; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (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.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
) ss.
County of DOUGLAS)

Signature of Trustor
GARDNER ENTERPRISES, LLC.
Richard D. Gardner
Richard D. Gardner, Member
Nancy N. Gardner
Nancy N. Gardner, Member
Richard K. Gardner
Richard K. Gardner, Member

On June 6, 1997
personally appeared before me, a Notary Public,
Richard D. Gardner
Nancy N. Gardner
Richard K. Gardner
who acknowledged that he executed the above instrument.

Karen Pawloski Notary Public
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ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to; a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Trustor agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

Ⓟ 6/6/97
Date:

Ⓟ Richard D. Gardner
 x Richard K. Gardner
 x Nancy N. Gardner

State of Nevada
 County of Douglas

On 6/6/97 before me, Karen Pawloski, personally appeared Richard D. Gardner, Nancy N. Gardner personally known to me or ~~and Richard K. Gardner~~ 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.

Karen Pawloski



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COPY

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

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LINDA SLATER
RECORDER
\$ 9.00 PAID K2 DEPUTY