

14-
APN: 05-211-12

✓ WALTER, KEY, MAUPIN
PO Box 30000
RENO, NV 89520

After recording, return to:

Ms. Ann Harvey
2735 Spinnaker Drive
Reno, NV 89509
_____ /

DEED OF TRUST

This Deed of Trust is executed by Louis A. Bonaldi, M.D., and Lorraine K. Bonaldi, husband and wife, as Trustor, to Stewart Title of Douglas County, a Nevada corporation, as Trustee, for the benefit of Ann Harvey, an unmarried woman, as Beneficiary.

1. Purpose. Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property situated in the County of Douglas, State of Nevada, described on Exhibit A attached hereto and incorporated herein by this reference, including all improvements situated and to be situated thereon during the term hereof, together with all tenements, hereditaments, and appurtenances thereto and 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:

2. A. The performance of each covenant of Trustor contained in Section

B. The payment of the indebtedness evidenced by a Promissory Note of the same date as this Deed of Trust executed by Center For Plastic Surgery, Louis A. Bonaldi, M.D., Ltd., a Nevada professional corporation, in the principal sum of One Hundred Eighty-five Thousand and No/100ths Dollars (\$185,000.00), bearing interest on the declining principal balance at the rate of ten percent (10%) per annum. This Promissory Note is incorporated by reference as a part of this Deed of Trust and is hereafter referred to as the "Promissory Note."

C. The payment of such additional sums, with interest thereon, as may hereafter be loaned or advanced by Beneficiary to Trustor.

D. The performance of each obligation, covenant and agreement of Trustor contained in any Deed of Trust or mortgage or other security interest having priority over this Deed of Trust.

2. Covenants of Trustor. To protect the security of this Deed of Trust, Trustor agrees as follows:

A. Trustor shall pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed of Trust.

B. To the extent not inconsistent with the terms of this Deed of Trust, the following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part hereof as though fully set forth herein: Covenant

No. 1, Covenant No. 2 (Fire insurance, replacement value of improvements), Covenant No. 3, Covenant No. 4 (Interest 10%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (Attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

C. Trustor will pay on a current basis not later than the due dates therefor, all obligations arising out of all notes, deeds of trust, contracts of sale, liens, charges, encumbrances, and security interests encumbering the Real Property and having priority over the lien of this Deed of Trust.

D. Trustor will promptly pay all bills for labor, materials, and specifically fabricated materials incurred in connection with the Real Property and never permit to exist in respect of the Real Property or any part thereof any lien or security interest.

Trustor covenants and agrees that Trustor will observe and perform the foregoing provisions, and that the references described above to property, obligations, and parties shall be construed to refer to the Real Property, obligations, and parties set forth in this Deed of Trust.

3. Default.

A. Any of the following shall constitute a default under the terms of this Deed of Trust: (1) the occurrence of an event of default under the Promissory Note; (2) the failure to perform any of the covenants contained in Section 2; (3) the breach or failure by the Trustor to pay or perform any obligations provided in or secured by any Deed of Trust, mortgage or other security interest having priority over this Deed of Trust; or (4) any sale, transfer, alienation, contract of sale, grant of an option to purchase, encumbrance, or other disposition of all or any portion of the Real Property, or any interest therein, whether voluntary or involuntary, without the prior written consent of Beneficiary.

B. 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.

4. Absolute Assignment of Rents. In connection with the Promissory Note, Trustor hereby grants, transfers, and assigns to Beneficiary 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. The 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.

5. 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 (subject to the terms of any deeds of trust and other liens having priority over the lien of this Deed of Trust), and the balance remaining, if any, shall be paid to Trustor.

6. Accommodation. Beneficiary acknowledges and agrees that Trustor is executing this Deed of Trust as an accommodation for the benefit of Maker and Beneficiary and Beneficiary shall not seek a deficiency judgment against Trustor with respect to the obligations secured by this Deed of Trust.

7. 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.

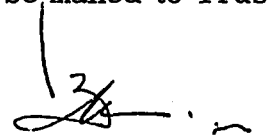
B. This Deed of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

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.

E. All notices of default shall be mailed to Trustor at 6630 B South McCarran, Reno, Nevada 89509.

Dated: 9/30, 1997.


Louis A. Bonaldi, M.D.

Dated: 9/30, 1997.

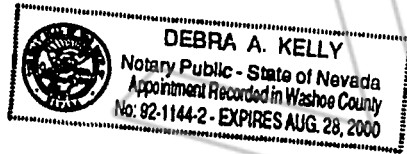

Lorraine K. Bonaldi

STATE OF NEVADA)
 :SS
COUNTY OF WASHOE)

This Deed of Trust was acknowledged before me on the 30th day of September, 1997, by Louis A. Bonaldi, M.D., and Lorraine K. Bonaldi, husband and wife.

Debra A. Kelly
Notary Public

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COPY

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas,, described as follows:

PARCEL NO. 1

Unit No. 12, as shown on the official plat of PINEWILD, A CONDOMINIUM, filed for record in the office of the County Recorder, Douglas County, Nevada, on June 26, 1973, as Document No. 67150.

Assessor's Parcel No. 5-211-11

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1978, in Book 374 of Official Records, at Page 193. Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and restrictions.

PARCEL NO. 4

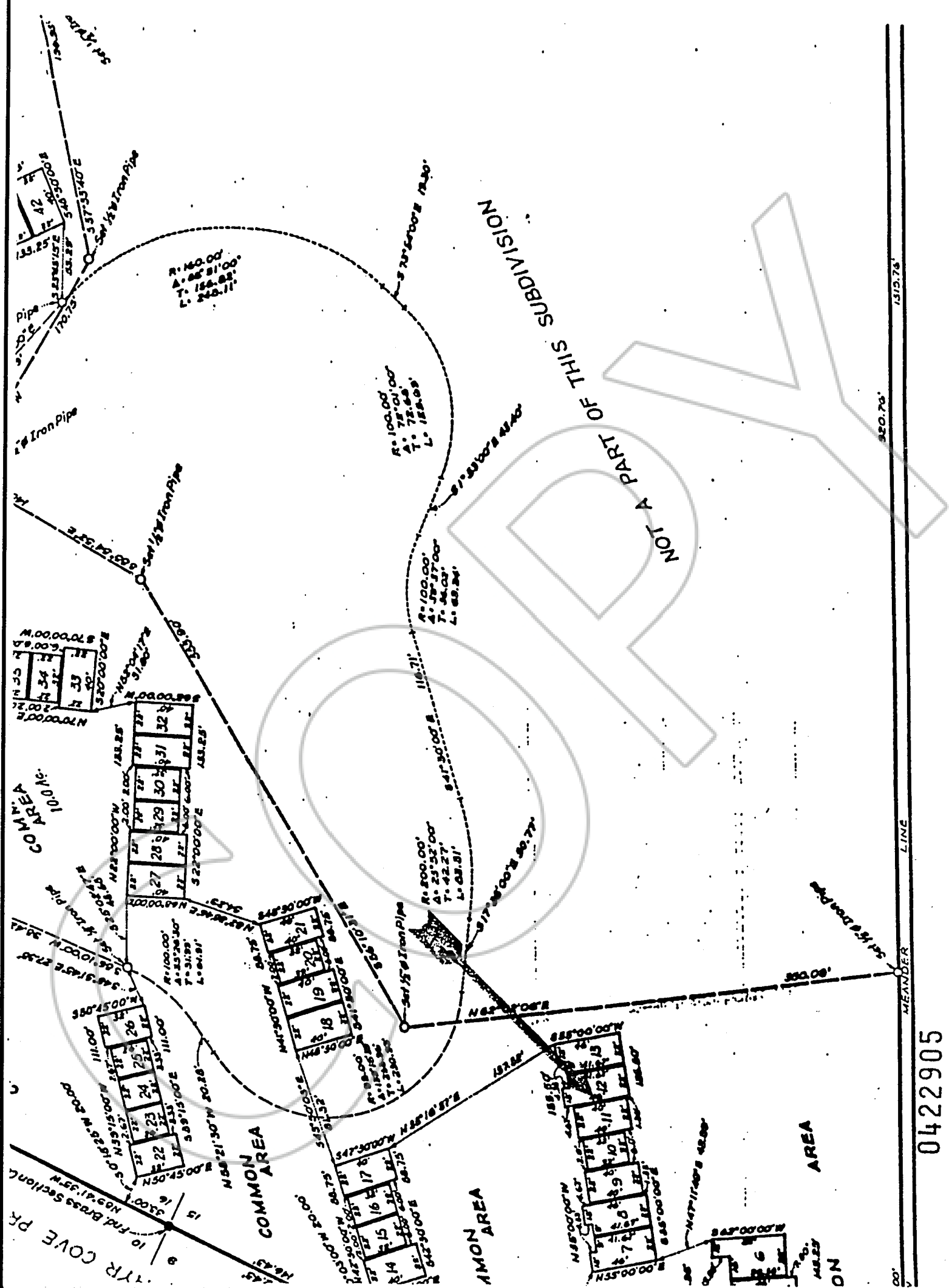
Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

EXHIBIT

A

0422905

BK1097PG0017



NOT A PART OF THIS SUBDIVISION

0422905

BK 1097 PG 0018

MEANDER LINE 1315.78' 320.70'

10 Fnd. Brass Section

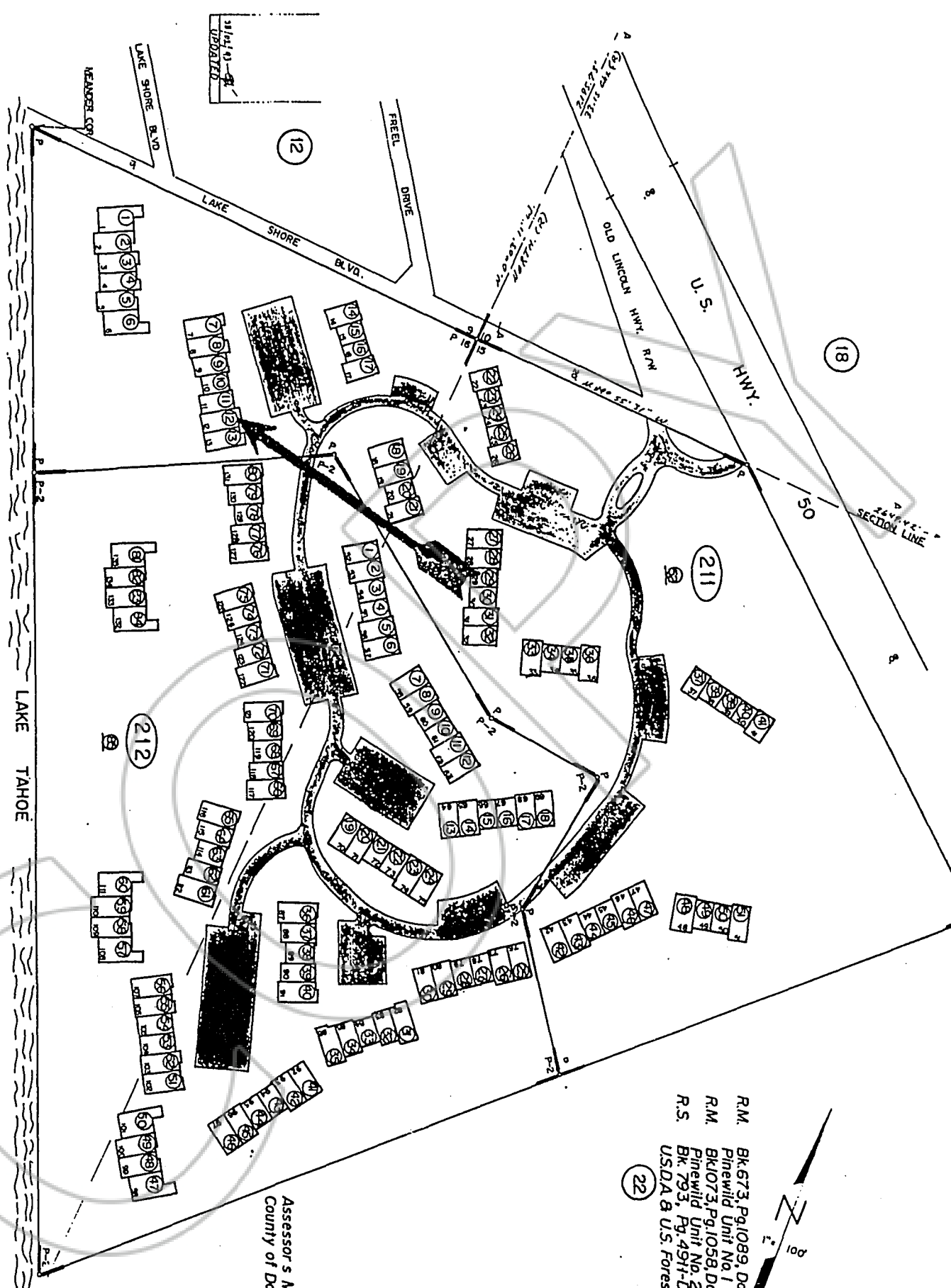
COMMON AREA 100.16'

COMMON AREA

AMON AREA

AREA

ON



NOTE: THIS PLAT IS INSERTED FOR REFERENCE PURPOSES ONLY AND IS NOT MADE A PART OF THIS TITLE EVIDENCE.

0422905
BK 1097 PG 0019

Assessor's Map Bk 1097, Pg. 21
County of Douglas, Nevada

NOTE: This Map is prepared for the use of Douglas County Assessor for Assessment and illustrative purposes only. It does not represent a survey of the Premises. No Liability is assumed as to the sufficiency or accuracy of the Data delineated hereon.

- R.M. Bk 673, Pg 1089, Doc-67150----(P1)
- Pinewild Unit No. 1
- R.M. Bk 1073, Pg 1058, Doc-69660----(P2)
- Pinewild Unit No. 2
- R.S. Bk 793, Pg 491+Doc-313400----(A1)
- USDA & U.S. Forest Service

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COPY

REQUESTED BY
Walter et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 OCT -1 A8:30

0422905
BK 1097PG0020

LINDA SLATER
RECORDER
\$ 14⁰⁰ PAID KJ DEPUTY