

DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No S62040D0

THIS DEED OF TRUST, made this 17th day of July, 1997, between Gregory K. Zoeller, an unmarried man

herein called TRUSTOR, whose address is P O Box 8124, Reno NV 89507

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and Janet Olivo, an unmarried woman

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE: THIS DEED OF TRUST IS SUBJECT AND SUBORDINATE TO A DEED OF TRUST RECORDING IN FAVOR OF HARDY, IN THE AMOUNT OF \$50,000.00.

In the event the Trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the Beneficiary being first obtained, Beneficiary shall have the right to declare the unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed on the Note secured hereby.

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Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$30,000.00 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 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, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the Page, or Document No. of Official Records in the Office of the County Recorder of the County where said property is located, noted below opposite the name of such County, viz.:

COUNTY	DOC. No.	BOOK	PAGE	COUNTY	DOC. No.	BOOK	PAGE
Clark	413987	514		Lyon	88486	31 mtgs.	449
Churchill	104132	34 mtgs.	591	Mineral	76648	16 mtgs.	534-537
Douglas	24495	22	415	Nye	47157	67	163
Elko	14831	43	343	Ormsby	72637	19	102
Esmeralda	26291	3H deeds	138-141	Pershing	57488	28	58
Eureka	39602	3	283	Storey	28573	R mtgs.	112
Humbolt	116986	3	83	Washoe	407205	734 Tr.deed	221
Lander	41172	3	758	White Pine	128126	261	341-344
Lincoln	41292	0 mtgs.	467				

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EXHIBIT "A"

DESCRIPTION

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

PARCEL NO. 1

Lot 26, 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, in Book 673, Page 1089, as Document No. 67150.

A.P.N. 05-211-26

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said unit designated as "Restricted Common Area" 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, 1974, in Book 374 of Official Records, at Page 193, Document No. 72219, as 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 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.

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and without liability for the consideration therefor, or as to the validity or sufficiency of  
said instrument, or for the effect of such recording on the title of the property involved.

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

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LINDA SLATER  
RECORDER  
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