DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No .

THIS DEED OF TRUST, made this 7th day of November 1996, between Gregory K. Zoeller, trustee of the Gregory K. Zoeller Trust dated December 7, 1995

herein called TRUSTOR,

whose address is PO BOX 1112, Zephyr Cove, Nv 89448

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and R. STEPHEN HARDY, a married man

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 LEGAL DESCRIPTION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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 \$100,000.00 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.	воок	PAGE	COUNTY	DOC. No.	воок	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		· _	0	

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(which provisions, identical in all counties, are attached hereto and a part hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee not to exceed \$100.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total secured by this Deed of Trust and all obligations having indebtedness priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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

STATE OF NEVADACAlifornia

)SS.

SIGNATURE OF TRUSTOR

County of EL Dorado

This instrument was acknowledged before me on January 7,1998

ESCROW NO.

FOR RECORDER'S USE

PUBLIC NOTARY

ERIKA BROWNELL Comm. # 1040962 NOTARY PUBLIC : CALIFORNIA El Dorado County
My Comm. Expires Oct. 9, 1998

WHEN RECORDED MAIL TO:

Stephen Hardy PO BOX 12365 Zephyr Cove, NV 89448

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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.

WESTERN TITLE COMPANY, INC.

IN DEFICIAL RECORDS OF

BELIGLAS CO.: NEVADA

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LINDA SLATER
RECORDER

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