

ESCROW NO. 98030192

THIS DOCUMENT IS BEING EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH INDEPENDENTLY SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 24th day of March, 1998
MICHAEL BRAY and JUDITH BRAY, husband and wife

, between,

herein called "Trustor", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation,
herein called "Trustee", and SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in DOUGLAS County, State of Nevada, more particularly described as follows:
See Exhibit "B" attached hereto and made a part hereof

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, 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 \$ 225,000.00 and the 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; and (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.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and property manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property 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. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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

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BOOK 498 PAGE 007

Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. 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 affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement, and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

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(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. 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.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. 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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

17. Provided Trustor is not presently in default of the terms of this Deed of Trust or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from lots contained within the encumbered property. The conditions are as follows:

(a) All fees and costs incurred in connection with each release shall be paid by Trustor.

(b) The lot to be released shall be selected by Trustor.

(c) The following amount(s) shall be paid to the principal of the note secured hereby:

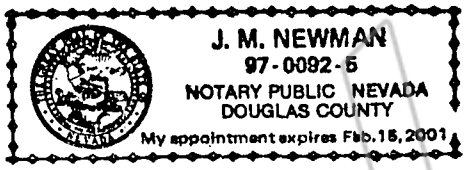
- 1) Lots 2 and 3, Block L - \$75,000.00 for each release
- 2) Lot 11, Block K - \$125,000.00

Further, all interest accrued on note secured hereby must be paid current to date of release.

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 3-24-98,
1998, by WALTER C. SCHWARTZ and MARION SCHWARTZ.

J. M. Newman
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by THOMAS E. DOWER and GAYLE DOWER.

Notary Public

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by MARTIN E. SALM.

Notary Public

MAIL TO:
WALLACE D. BENTON
P.O. BOX 934
SO. LAKE TAHOE, CA 96156

EXHIBIT "A"

ESCROW NO.: 98030192

BENEFICIARIES

WALLACE D. BENTON and CLARA M. BENTON, Trustees of THE BENTON FAMILY TRUST, dated October 18, 1993, as to an undivided 15.5556% (\$35,000.00) interest, WALTER C. SCHWARTZ and MARION SCHWARTZ, Trustees of THE SCHWARTZ FAMILY TRUST, dated October 21, 1993, as to an undivided 44.4444% (\$100,000.00) interest, THOMAS E. DOWER and GAYLE DOWER, husband and wife as joint tenants, as to an undivided 20% (\$45,000.00) interest, and MARTIN E. SALM, a single person, as to an undivided 20% (\$45,000.00) interest.

0436356

BOOK 498 PAGE 012

LEGAL DESCRIPTION

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

A portion of the Northwest 1/4 Section 8, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, and more particularly described as follows:

New Lot 11 Block "K", Sunridge Phase 5A:

Beginning at the Most Northerly corner of said Lot 11, Block "K" as shown on Subdivision plat "Sunridge Phase 4 and 5A", File No. 340968, recorded July 1, 1994, Official Records of Douglas County, Nevada.

Thence South $54^{\circ}00'52''$ East 110.0 feet; thence South $37^{\circ}58'58''$ West 68.66 feet; thence South $31^{\circ}35'48''$ West 25.39 feet; thence North $46^{\circ}46'59''$ West 114.08 feet to a point on the Southwesterly right-of-way line of Sunridge Drive; thence along a non-tangent curve to the left with a tangent entry bearing of North $41^{\circ}12'11''$ East and a radius of 875.0 feet through a central angle of $05^{\circ}13'02''$, an arc distance of 79.67 feet to the True Point of Beginning.

Assessors Parcel No. 21-490-11 and Portion of Assessors Parcel No. 21-280-18

Reference is made to Record of Survey recorded March 9, 1998 in Book 398, Page 1542, File No. 434300, Official Records of Douglas County, Nevada.

AND

Lots 2 and 3, in Block L, as set forth on the Final Map of Sunridge Heights, Phases 4 & 5A, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on July 1, 1994, Book 794, Page 12, as Document No. 340968.

Assessors Parcel Nos. 21-491-02 and 21-491-03

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ESCROW NO. 98030192

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DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 24th day of March, 1998, between, MICHAEL BRAY and JUDITH BRAY, husband and wife

herein called "Trustor", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called "Trustee", and SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in DOUGLAS County, State of Nevada, more particularly described as follows: See Exhibit "B" attached hereto and made a part hereof

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, 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 \$ 225,000.00 and the 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; and (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.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and property manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property 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. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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

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BOOK 498 PAGE 014

Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. 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 affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement, and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

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(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. 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.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. 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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

17. Provided Trustor is not presently in default of the terms of this Deed of Trust or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from lots contained within the encumbered property. The conditions are as follows:

(a) All fees and costs incurred in connection with each release shall be paid by Trustor.

(b) The lot to be released shall be selected by Trustor.

(c) The following amount(s) shall be paid to the principal of the note secured hereby:

- 1) Lots 2 and 3, Block L - \$75,000.00 for each release
- 2) Lot 11, Block K - \$125,000.00

Further, all interest accrued on note secured hereby must be paid current to date of release.

Executed this _____ day of _____, 1998.

MICHAEL BRAY

JUDITH BRAY

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by MICHAEL BRAY and JUDITH BRAY.

Notary Public

The Beneficiaries hereby join in the execution of this Deed of
Trust for the purpose of agreeing and consenting to the provisions
contained in Paragraph 17 herein.

DATED: 3-27, 1998.

WALLACE D. BENTON, TRUSTEE

CLARA M. BENTON, TRUSTEE

WALTER C. SCHWARTZ, TRUSTEE

MARION SCHWARTZ, TRUSTEE

Thomas E. Dower

THOMAS E. DOWER

Gayle Dower

GAYLE DOWER

MARTIN E. SALM

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by WALLACE D. BENTON and CLARA M. BENTON.

Notary Public

continued on next page

0436356

BOOK 498 PAGE 017

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by WALTER C. SCHWARTZ and MARION SCHWARTZ.

Notary Public

STATE OF ~~NEVADA~~ OREGON)
 JOSEPHINE) SS
COUNTY OF ~~DOUGLAS~~)

This instrument was acknowledged before me on 3/27/98,
1998, by THOMAS E. DOWER and GAYLE DOWER.

Joyce Austin

Notary Public



STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by MARTIN E. SALM.

Notary Public

MAIL TO:
WALLACE D. BENTON
P.O. BOX 934
SO. LAKE TAHOE, CA 96156

0436356
BOOK 498 PAGE 018

EXHIBIT "A"

ESCROW NO.: 98030192

BENEFICIARIES

WALLACE D. BENTON and CLARA M. BENTON, Trustees of THE BENTON FAMILY TRUST, dated October 18, 1993, as to an undivided 15.5556% (\$35,000.00) interest, WALTER C. SCHWARTZ and MARION SCHWARTZ, Trustees of THE SCHWARTZ FAMILY TRUST, dated October 21, 1993, as to an undivided 44.4444% (\$100,000.00) interest, THOMAS E. DOWER and GAYLE DOWER, husband and wife as joint tenants, as to an undivided 20% (\$45,000.00) interest, and MARTIN E. SALM, a single person, as to an undivided 20% (\$45,000.00) interest.

COPY

0436356

BOOK 498 PAGE 019

LEGAL DESCRIPTION

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

A portion of the Northwest 1/4 Section 8, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, and more particularly described as follows:

New Lot 11 Block "K", Sunridge Phase 5A:

Beginning at the Most Northerly corner of said Lot 11, Block "K" as shown on Subdivision plat "Sunridge Phase 4 and 5A", File No. 340968, recorded July 1, 1994, Official Records of Douglas County, Nevada.

Thence South $54^{\circ}00'52''$ East 110.0 feet; thence South $37^{\circ}58'58''$ West 68.66 feet; thence South $31^{\circ}35'48''$ West 25.39 feet; thence North $46^{\circ}46'59''$ West 114.08 feet to a point on the Southwesterly right-of-way line of Sunridge Drive; thence along a non-tangent curve to the left with a tangent entry bearing of North $41^{\circ}12'11''$ East and a radius of 875.0 feet through a central angle of $05^{\circ}13'02''$, an arc distance of 79.67 feet to the True Point of Beginning.

Assessors Parcel No. 21-490-11 and Portion of Assessors Parcel No. 21-280-18

Reference is made to Record of Survey recorded March 9, 1998 in Book 398, Page 1542, File No. 434300, Official Records of Douglas County, Nevada.

AND

Lots 2 and 3, in Block L, as set forth on the Final Map of Sunridge Heights, Phases 4 & 5A, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on July 1, 1994, Book 794, Page 12, as Document No. 340968.

Assessors Parcel Nos. 21-491-02 and 21-491-03

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BOOK 498 PAGE 020

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ESCROW NO. 98030192

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this **24th** day of **March, 1998**, between, **MICHAEL BRAY and JUDITH BRAY, husband and wife**

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation, herein called "Trustee", and **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in **DOUGLAS** County, State of Nevada, more particularly described as follows: **See Exhibit "B" attached hereto and made a part hereof**

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, 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 \$ **225,000.00** and the 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; and (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.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and property manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property 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. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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

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Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. 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 affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement, and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".
9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.
 - (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.
 - (b) After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.
 - (d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

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(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. 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.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. 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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

17. Provided Trustor is not presently in default of the terms of this Deed of Trust or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from lots contained within the encumbered property. The conditions are as follows:

(a) All fees and costs incurred in connection with each release shall be paid by Trustor.

(b) The lot to be released shall be selected by Trustor.

(c) The following amount(s) shall be paid to the principal of the note secured hereby:

- 1) Lots 2 and 3, Block L - \$75,000.00 for each release
- 2) Lot 11, Block K - \$125,000.00

Further, all interest accrued on note secured hereby must be paid current to date of release.

Executed this _____ day of _____, 1998.

MICHAEL BRAY

JUDITH BRAY

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 1998, by MICHAEL BRAY and JUDITH BRAY.

Notary Public

The Beneficiaries hereby join in the execution of this Deed of Trust for the purpose of agreeing and consenting to the provisions contained in Paragraph 17 herein.

DATED: March 26, 1998.

Wallace D. Benton
WALLACE D. BENTON, TRUSTEE

Clara M. Benton
CLARA M. BENTON, TRUSTEE

WALTER C. SCHWARTZ, TRUSTEE

MARION SCHWARTZ, TRUSTEE

THOMAS E. DOWER

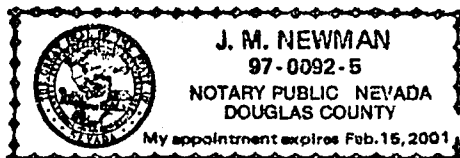
GAYLE DOWER

Martin E. Salm
MARTIN E. SALM

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 26, 1998, by WALLACE D. BENTON and CLARA M. BENTON.

J. M. Newman
Notary Public



continued on next page

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____,
1998, by WALTER C. SCHWARTZ and MARION SCHWARTZ.

Notary Public

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

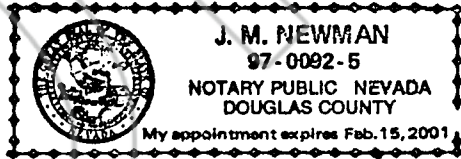
This instrument was acknowledged before me on _____,
1998, by THOMAS E. DOWER and GAYLE DOWER.

Notary Public

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 26,
1998, by MARTIN E. SALM.

J. M. Newman
Notary Public



MAIL TO:
WALLACE D. BENTON
P.O. BOX 934
SO. LAKE TAHOE, CA 96156

EXHIBIT "A"

ESCROW NO.: 98030192

BENEFICIARIES

WALLACE D. BENTON and CLARA M. BENTON, Trustees of THE BENTON FAMILY TRUST, dated October 18, 1993, as to an undivided 15.5556% (\$35,000.00) interest, WALTER C. SCHWARTZ and MARION SCHWARTZ, Trustees of THE SCHWARTZ FAMILY TRUST, dated October 21, 1993, as to an undivided 44.4444% (\$100,000.00) interest, THOMAS E. DOWER and GAYLE DOWER, husband and wife as joint tenants, as to an undivided 20% (\$45,000.00) interest, and MARTIN E. SALM, a single person, as to an undivided 20% (\$45,000.00) interest.

COPY

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LEGAL DESCRIPTION

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

A portion of the Northwest 1/4 Section 8, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, and more particularly described as follows:

New Lot 11 Block "K", Sunridge Phase 5A:

Beginning at the Most Northerly corner of said Lot 11, Block "K" as shown on Subdivision plat "Sunridge Phase 4 and 5A", File No. 340968, recorded July 1, 1994, Official Records of Douglas County, Nevada.

Thence South 54°00'52" East 110.0 feet; thence South 37°58'58" West 68.66 feet; thence South 31°35'48" West 25.39 feet; thence North 46°46'59" West 114.08 feet to a point on the Southwesterly right-of-way line of Sunridge Drive; thence along a non-tangent curve to the left with a tangent entry bearing of North 41°12'11" East and a radius of 875.0 feet through a central angle of 05°13'02", an arc distance of 79.67 feet to the True Point of Beginning.

Assessors Parcel No. 21-490-11 and Portion of Assessors Parcel No. 21-280-18

Reference is made to Record of Survey recorded March 9, 1998 in Book 398, Page 1542, File No. 434300, Official Records of Douglas County, Nevada.

AND

Lots 2 and 3, in Block L, as set forth on the Final Map of Sunridge Heights, Phases 4 & 5A, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on July 1, 1994, Book 794, Page 12, as Document No. 340968.

Assessors Parcel Nos. 21-491-02 and 21-491-03

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO.: NEVADA

'98 APR -1 AIO :00

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LINDA SLATER
RECORDER
\$27.⁰⁰ PAID KE DEPUTY