DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No S62292EB

THIS DEED OF TRUST, made this 10th day of SEPTEMBER
1998, between MARTIN D. GARVER, a single man AND DALE J. GARVER AND JOAN GARVER
HUSBAND AND WIFE

herein called TRUSTOR,

whose address is PO BOX 6038, Stateline, NV 89449

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and ALPINE INVESTMENTS

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

Unit A, as set forth on the Condominium Map of Lot 69, TAHOE VILAGE UNIT NO. 1, filed for record in the Office of the County Recorder of Douglas County, on November 12, 1974, in Book 1174, Page 264, Document No. 76347 of Official Records, being a subdivison Lot 69, AMENDED MAP OF TAHOE VILLAGE UNIT NO. 1, (formerly ALPINE VILLAGE UNIT NO. 1), filed for record in the Office of the County of Douglas County, Nevada, on December 7, 1971, in Book 94, Page 203, as Document No. 55769 of Official Records of Douglas County, Nevada.

TOGETHER WITH an undivided 1//4 interest in the common area as set forth on the CONDOMINIUM MAP OF LOT 69.

Λ.P.N. 40-140-02 (UNIT A)

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 \$25,000.00 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 PAG	E COUNTY	DOC. No.	воок	PAGE
Clark	413987	514	Lyon	88486	31 mtgs.	449
Churchill	104132	34 mtgs. 59	1 Mineral	76648	16 mtgs.	534-537
Douglas	24495	22 41	.5 Nye	47157	67	163
Elko	14831	43 34	3 Ormsby	72637	19	102
Esmeralda	26291	3H deeds 13	8-141 Pershing	57488	28	58
Eureka	39602	3 28	3 Storey	28573	R mtgs.	112
Humbolt	116986	3 8	Washoe	407205	734 Tr.deed	221
Lander	41172	3 75	8 White Pine	128126	261	341-344
Lincoln	41292	0 mtgs. 46	57	04497	87	

(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 indebtedness secured by this Deed of Trust and all obligations having 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.

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 hereinbefore set forth.

STATE OF NEVADA

)SS.

County of Douglas

This instrument was acknowledged before me on September 15,1998

by MARTIN D. GARVER

SIGNATURE OF TRUSTOR

MARTIN D. GARVER

NOTARY

ESCROW NO. S62292EB FOR RECORDER'S USE

ERIKA BROWNELL Notary Public - State of Nevada Recorded in Douglas County - Non Resident No: 98-1579-5 - Expires Mar. 17, 2002

WHEN RECORDED MAIL TO: ALPINE INVESTMENTS PO BOX 612451 SO LAKE TAHOE, CA 96152

fdt1

0449787 BK0998PG3860

State of Nyvada
County of Pougla 5
On <u>September 16, 1988</u> before me, the undersigned Notary Public in and for said State, personally appeared <u>Dale T. Garver + Toan Garver</u> 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 same.
Witness my fland and official seal.
Signature (Notary Public in and for said County & State)
ERIKA BROWNELL Notary Public - State of Nevada Recorded in Douglas County - Non Resident No: 98-1579-5 - Expires Mar. 17, 2002

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

'98 SEP 18 P3:35

0449787 BK0998PG3861 LINDA SLATER RECORDER PAID A DEPUTY