

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17th day of February, 1999, between,
MICHAEL W. PHILIPS AND ANNETTE S. PHILIPS, husband and wife

herein called "Trustor", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation,
herein called "Trustee", and BRUCE O. CRAMER AND RUTH E. CRAMER, husband and
wife as joint tenants

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 "A" 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 \$ 180,000.00 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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LEGAL DESCRIPTION

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

A piece or parcel of land known as "Barn Lot" and lying in a portion of the Southwest one-quarter of the Southwest one-quarter of Section 33, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, and being more particularly described as follows: to-wit:

BEGINNING at a point at the Northeasterly corner of the parcel, on the Southerly 30 foot right of way line of School Street (now Gilman Avenue) and being 32.50 feet from the center line of the State Highway as constructed in 1936, said point being South $44^{\circ}41'$ West 723.70 feet and South $45^{\circ}20'$ East 30.00 feet from the established Town Monument located at the original intersection of Main and School Streets in the Town of Gardnerville; thence from the point of beginning South $45^{\circ}20'$ East, a distance of 249.00 feet to a point at the Southeast corner of the parcel; thence South $44^{\circ}24'$ West a distance of 55.56 feet to a point on the Township line and South line of said Section 33; thence South $89^{\circ}38'$ West along the Township line and Section line a distance of 243.30 feet to a point at the Southwest corner of the parcel, to the State Highway right of way line; thence North $1^{\circ}33'30''$ West, along the highway right of way line, a distance of 18.00 feet to a point; thence from a tangent which is the last described course curving to the right along the highway right of way line with a radius of 225.00 feet through an angle of $34^{\circ}13'$ an arc distance of 134.37 feet to a point of intersection with the right of way line of School Street; thence North $44^{\circ}40'$ West along the School Street right of way line a distance of 99.60 feet to the Point of Beginning.

All bearings of the parcel survey are correlated with the center line of the highway (North $44^{\circ}45'30''$ East) on Gilman Avenue, and the Town Monument at the intersection of Main Street and Gilman Avenue is South $45^{\circ}14'30''$ East, a distance of 1.37 feet from the center line of said avenue produced.

APN 1320-33-401-001

"Together with all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property".

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$ 11.00 PAID ks DEPUTY