

Recording Requested by:

When Recorded Mail to:

First Financial Planning Corporation
c/o Western Financial Planning Corp.
5186 Carroll Canyon Road, Suite 100
San Diego, CA 92121

FOR RECORDER'S USE ONLY

81382-70

APN 1220-11-001-004

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS, is made as of the 14th day of May, 1999, between Pine View Partners, a California general partnership ("Trustor"), whose address is 5186 Carroll Canyon Road, Suite 100, San Diego, California, 92121, Western Title Company ("Trustee"), and First Financial Planning Corporation, a Nevada corporation ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, that property (the "Premises") in the County of Douglas, State of Nevada, described as follows:

See Exhibit "B" attached hereto.

TRUSTOR HEREBY grants, transfers and assigns to Beneficiary, during the continuance of these trusts, (i) all of the rents, issues and profits of the Premises as cash collateral, and (ii) all rights, title, interests and estate of Trustor in or to any leases now or hereafter affecting the Premises, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. This absolute assignment of rents is for the benefit and protection of the Beneficiary and shall take effect upon the occurrence of any default without further action by the Beneficiary. Upon any such default, Beneficiary is authorized, at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, (i) to enter upon, take and hold possession of the Premises or any part thereof, and exclude Trustor and

all other persons therefrom and (ii) in its own name to sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS SECURES (i) performance of each agreement of Trustor incorporated by reference or contained herein; (ii) payment of the obligation evidenced by or described in one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 202,600.00 , executed by Trustor in favor of Beneficiary or order; and (iii) payment of such further sums as the then record owner of the Premises hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor, by the execution and delivery of this Deed of Trust and the Note secured hereby, agrees that all of the provisions of the Nevada revised Statutes of that certain Fictitious Deed of Trust recorded in Book 22, Page 415, Document No. 24495

Official Records of Douglas County, Nevada, are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that the references to property, obligations and parties in said provisions shall be construed to refer to the Premises, obligations and parties set forth in this Deed of Trust. In the event of conflict between any provision of this document and any of the said provisions incorporated herein, the provisions of this document shall prevail and govern.

BY DELIVERY AND ACCEPTANCE OF THIS DEED OF TRUST, Trustor and Beneficiary, for themselves and their successors, agree as follows:

1. **PURCHASE MONEY.** This Deed of Trust secures the payment of a portion of the purchase price of the Premises.
2. **ALL-INCLUSIVE.** This Deed of Trust is an "all-inclusive Deed of Trust" and is subject and subordinate to the deed(s) of trust described in Exhibit "A" attached hereto and made a part hereof. The note secured by any Included Deed of Trust is referred to herein as an "Included Note."
3. **BENEFICIARY'S EQUITY.** The difference from time to time remaining between the unpaid principal balance of the Note secured hereby and the aggregate of the unpaid principal balances of every Included Note is herein referred to as the "Beneficiary's Equity."

4. **FORECLOSURE.** Any Beneficiary's demand hereunder for foreclosure sale (as distinguished from notice of default and election to sell) delivered to Trustee shall be only in the aggregate of the following as they may from time to time be:

4.1. The Beneficiary's Equity;

4.2. Interest accrued under the Note secured hereby;

4.3. Amounts paid by Beneficiary to the holder of the Included Note for taxes, casualty insurance premiums, late charges and foreclosure costs, to the extent the same were not previously paid by Trustor to Beneficiary;

4.4. Foreclosure costs incurred hereunder; and

4.5. Other amounts payable by Trustor to Beneficiary under this Deed of Trust or the Note secured hereby, which amounts shall not, in any event, include the unpaid principal balance of any Included Note.

5. **SECURITY INFORMATION.** Upon Beneficiary's request, Trustor shall provide Beneficiary, from time to time, with all information, relating to the Premises and Trustor, reasonably needed by Beneficiary to determine that (i) there has been no breach of this Deed of Trust and (ii) Beneficiary's security interest in the Premises is protected.

6. **BENEFICIARY'S STATEMENTS.** Trustor agrees to pay the maximum amount from time to time permitted by law for Beneficiary's statements regarding the obligations secured hereby.

7. **NOTICE OF DEFAULT.** Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address hereinabove set forth.

Pine View Partners
a California general partnership

By Larry Courtney
Signatory Partner Larry Courtney

State of California)
)ss.
County of San Diego

On May 17, 1999, before me, Beverly Schuler, personally appeared Harry Courtney, personally known to me (or 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 instrument.

(Seal)



WITNESS my hand and official seal.

Beverly Schuler

State of California)
)ss.
County of)

On _____, 19__, before me, _____, personally appeared _____, personally known to me (or 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 instrument.

(Seal)

WITNESS my hand and official seal.

1. Deed of trust dated October 15, 1997, executed by FIRST FINANCIAL PLANNING CORPORATION,
 a Nevada Corporation _____ to
WESTERN TITLE COMPANY, INC., a Nevada Corporation _____,
 as Trustee, for the benefit of CRISTANELLI PARTNERS, a
Nevada General Partnership, as to an undivided 1/2 interest and MARIE CASENTINI, a
widow and WILLIAM CASENTINI, a married man, as * _____, as Beneficiary, recorded November 20, 1997,
 File/Page No. Book 1197/pg 4093, Official Records of Douglas County, Nevada, securing a note in original principal
 amount of \$ 720,000.00, the present balance of which is approximately \$ 349,404.00 Document No. 426815

- 1.1. Present payee: FIRST FINANCIAL PLANNING CORP.
- 1.2. Address of said payee: 5186 CARROLL CANYON ROAD, SUITE 100
SAN DIEGO, CA 92121
- 1.3. Monthly payment: \$ 8,735.59
- 1.4. Date of month payment is due: 20th

* as his sole and separate property, as joint tenants with rights of survivorship, as
 to an undivided 1/2 interest

2. Deed of trust dated October 30, 1997 executed by FIRST FINANCIAL PLANNING CORPORATION,
 a Nevada Corporation _____ to
WESTERN TITLE COMPANY, INC., a Nevada Corporation _____,
 as Trustee, for the benefit of ROBERT M. SCHAEFER, BROKER _____
 _____, as Beneficiary, recorded November 20, 1997,
 File/Page No. Book 1197/pg 4099 Official Records of Douglas County, Nevada, securing a note in original principal
 amount of \$ 90,000.00, the present balance of which is approximately \$ 55,624.82 Document NO. 426816

- 2.1. Present payee: FIRST FINANCIAL PLANNING CORP.
- 2.2. Address of said payee: 5186 CARROLL CANYON ROAD, SUITE 100
SAN DIEGO, CA 92121
- 2.3. Monthly payment: \$ 753.36
- 2.4. Date of month payment is due: 20th

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EXHIBIT "B"

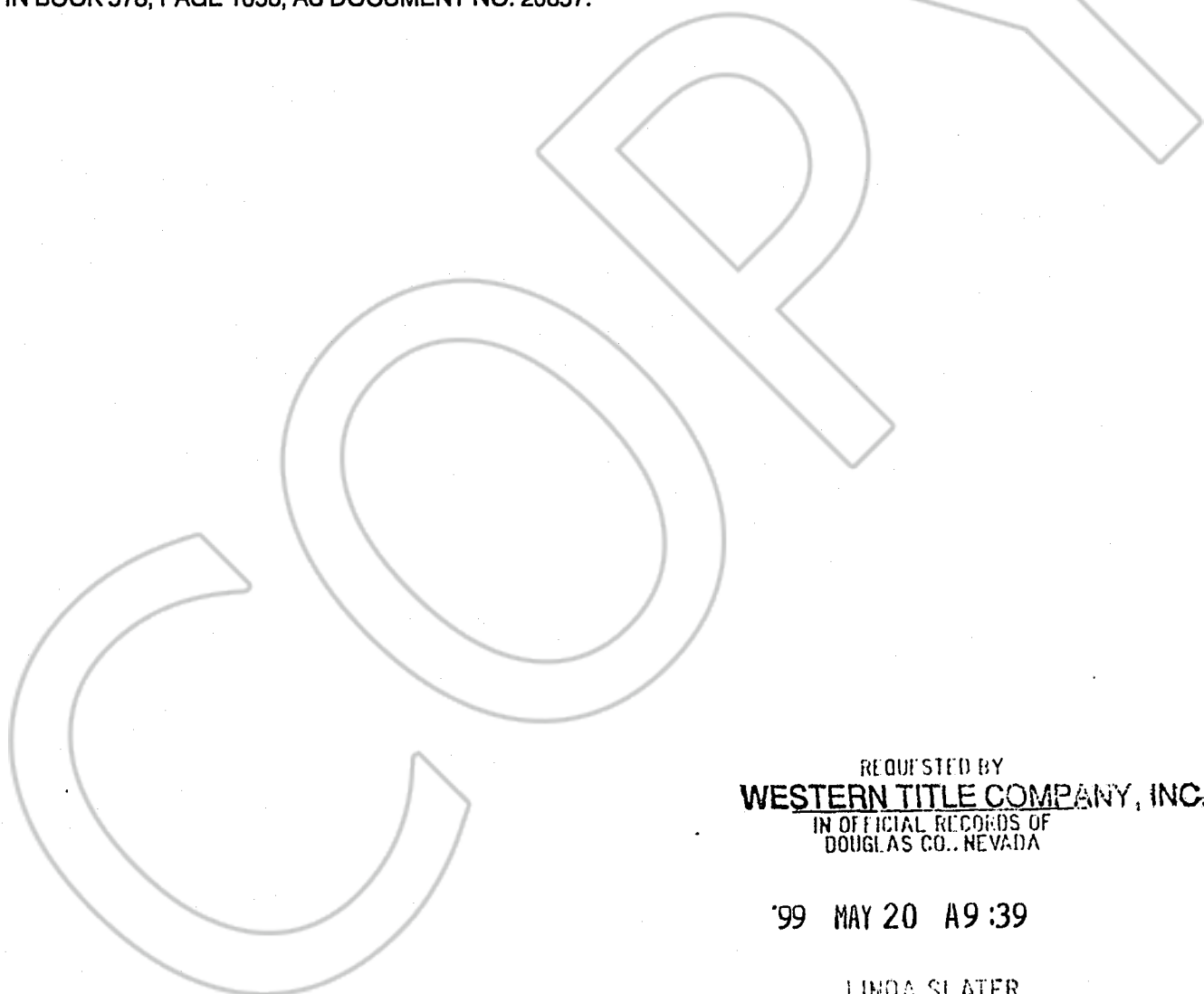
AN UNDIVIDED 1/4 INTEREST IN ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED LAND LYING EAST OF THE ALLERMAN CANAL, AS EXISTING IN 1978.

TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M.

SECTION 11: THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.

ALSO SHOWN AS PARCEL 4 OF THAT LAND DIVISION MAP FOR H. F. DANGBERG LIVESTOCK CO. NO. 3, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 15, 1978, IN BOOK 578, PAGE 1058, AS DOCUMENT NO. 20657.



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

'99 MAY 20 A9:39

LINDA SLATER
RECORDER

\$12⁰⁰ PAID *KJ* DEPUTY

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