

WHEN RECORDED MAIL TO

Name WESTERN TITLE COMPANY, INC.
Street Address ATTN: I.C. DEPT.

City, State
Zip
Order No. 00081628-201
DEC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made August 9, 1999, between

RONALD D. TIPTON and LINDA JANE TIPTON, husband and wife as joint tenants, TRUSTOR,
whose address is 4054 MUIRWOOD DRIVE , PLEASANTON, CA 94588
(Number and Street) (City) (State) (Zip)

Western Title Company, Inc., a Nevada Corporation, TRUSTEE, and

SIGMUND SNELSON and ANN E. SNELSON, husband and wife as joint tenants, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the
City of Gardnerville, County of DOUGLAS, Nevada, described as:

See Exhibit A attached hereto and made a part hereof.

*THIS DOCUMENT HAS BEEN SIGNED IN COUNTER PART AND IS BEING RECORDED AS ONE DOCUMENT

APN:

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$188,500.00 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 extensions or renewals thereof; (2) the performance of each agreement of Trustor
incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be
loaned to Trustor, or 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements,
and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A and it is mutually agreed that
each and all of the terms and provisions set forth in subdivision B of the Fictitious Deed of trust recorded in the office of each County Recorder in the
State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of
such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said
subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made
a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation
secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at
this address herein before set forth.

STATE OF NEVADA

COUNTY OF Douglas

On 8-9-99 personally
appeared before me, a Notary Public,

RONALD D. TIPTON

personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged that he
executed the instrument.

Signature Danielle E. Curtis

} s.s. Ronald D. Tipton
RONALD D. TIPTON

LINDA JANE TIPTON



0474282
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WHEN RECORDED MAIL TO

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See Exhibit A attached hereto and made a part hereof.

APN:

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Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$188,500.00 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 extensions or renewals thereof; (2) the performance of each agreement of Trustor
incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be
loaned to Trustor, or 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements,
and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A and it is mutually agreed that
each and all of the terms and provisions set forth in subdivision B of the Fictitious Deed of trust recorded in the office of each County Recorder in the
State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of
such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their associated records.

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said
subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made
a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation
secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at
this address herein before set forth.

STATE OF NEVADA

COUNTY OF _____

} S.S

On _____ personally
appeared before me, a Notary Public,

RONALD D. TIPTON and LINDA JANE TIPTON

RONALD D. TIPTON

Linda Jane Tipton
LINDA JANE TIPTON

personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged that he
executed the instrument.

Signature _____

see attached acknowledgment

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A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLIM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the, rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of an installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy, the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED

- (1) That any award of damages in connection with any condemnation for public use 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 effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, 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, Upon any such default, Beneficiary may 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, enter upon and take possession of said property or any part thereof, in his own name 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 attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, 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.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. 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.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) 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 herein above adopted by reference.

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 herein before set forth.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,

Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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Page 2 of 2

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Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1

Parcel K of Section 5, Township 11 North, Range 21 East, M.D.M., in the County of Douglas, State of Nevada, according to the official map thereof.

A.P.N. 35-360-07

PARCEL 2

Non-exclusive easements for access and public utility purposes over portions of the Northeast quarter of Section 5, Township 11 North, Range 21 East, M.D.M., in the County of Douglas, State of Nevada, according to the official plat thereof, as granted by the United States of America to Leon mark Kizer by that certain instrument entitled "Grant of Easement for Right-of-Way," recorded in the office of the County Recorder of Douglas County, Nevada, on July 25, 1995, in Book 795 of official records, Page 3585, as Document No. 366767, described as follows:

- (A) A non-exclusive easement for public access and general public utility purposes 50.00 feet in width lying 25.00 feet on either side of the following described centerline:

COMMENCING at the Northwest corner of Parcel N, as shown on the plat of the Dependent Resurvey and Survey Township 11 North, Range 21 East, of the Mount Diablo Meridian, Nevada, accepted on February 10, 1992, and on the file in the office of the Bureau of Land Management, Reno, Nevada;
thence along the Westerly line of said Parcel N South 00°05'40" East, a distance of 32.28 feet to the TRUE POINT OF BEGINNING of the centerline of this 50.00 foot wide public access and general public utility easement;
thence leaving said Westerly line and along said centerline South 53°57'30" East, a distance of 2,840.29 feet to a point on the Easterly line of Parcel F, as shown on the aforesaid plat and the terminus point of this 50.00 foot wide public access and general public utility easement, and from which point of terminus the Northeast corner of said Parcel F bears North 35°10'40" East, a distance of 12.77 feet.

The side lines of said easement being shortened or lengthened on the Northwest end as necessary to meet the Westerly boundary of said Parcel N and on the Southeast end as necessary to meet the Northeasterly and Southeasterly boundaries of said Parcel F

Except that portion included within Parcel K of Section 5, Township 11 North, Range 21 East, M.D.M., according to the official plat thereof.

- (B) A non-exclusive easement for public access purposes 130.00 feet in width lying 65.00 feet on either side of the following described centerline:

COMMENCING at the Northwest corner of Parcel N, as shown on the aforesaid plat;
thence along the Westerly line of said parcel South 00°05'40" East, a distance of 32.28 feet;
thence leaving said Westerly line South 53°57'30" East, a distance of 536.04 feet to the TRUE POINT OF BEGINNING of the centerline of 130.00 foot wide public access easement;
thence along said centerline North 36°02'30" East, a distance of 49.69 feet to a point on the Northeasterly boundary line of aforesaid Parcel N and the terminus point of this 130.00 foot wide public access easement and from which terminus point the Northeast corner of said Parcel N bears South 54°40'20" East, a distance of 128.24 feet.

The side lines of said easement being shortened or lengthened on the Northeast end as necessary to meet the Northeasterly boundary of said Parcel N.

Legal Description - Continued

(C) A non-exclusive easement for public access purposes 50.00 feet in width lying 25.00 feet on either side of the following described centerline:

COMMENCING at the Northwest corner of Parcel N, as shown on aforesaid plat; thence along the Westerly line of said parcel South 00°05'40" East, a distance of 32.28 feet; thence leaving said Westerly line South 53°57'30" East, a distance of 2,274.08 feet to the TRUE POINT OF BEGINNING of the centerline of this 50.00 foot wide public access easement; thence along said centerline North 36°02'30" East, a distance of 68.38 feet to a point on the Northeasterly boundary line of Parcel G, as shown on aforesaid plat and the terminus point of this 50.00 foot wide public access easement and from which terminus point the Northeast corner of said Parcel G, bears South 50°27'38" East, a distance of 205.71 feet.

The side lines of said easement being shortened or lengthened on the Northeasterly end as necessary to meet the Northeasterly boundary of said Parcel G.

(D) A non-exclusive easement for public access purposes 110.00 feet in diameter and encompassing all of the area lying within 55.00 feet of the following described radius point:

COMMENCING at the Northwest corner of Parcel N, as shown on aforesaid plat; thence along the Westerly line of said parcel, South 00°05'40" East, a distance of 32.28 feet; thence leaving said Westerly line South 53°57'30" East, a distance of 2,466.74 feet; thence South 36°02'30" West, a distance of 30.00 feet to the radius point of this 110.00 foot diameter public access easement and encompassing all of the area lying within 55.00 feet of said radius point.

A.P.N. 35-360-07

ALL-PURPOSE ACKNOWLEDGMENT

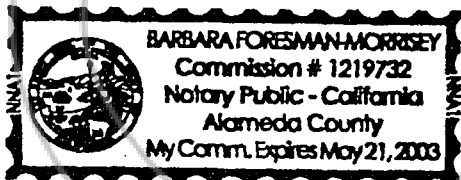
NO 209

State of California
County of Alameda

On Aug 10, 1999 before me, Barbara Foresman-Morrissey, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Linda Jane Tipton
NAME(S) OF SIGNER(S)

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.



Witness my hand and official seal.
Barbara Foresman-Morrissey
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Deed of Trust (for building permission)
Number of Pages 1 Date of Document 8/10/99
Signer(s) Other Than Named Above Ronald D. Tipton (get to sign)

0474282

BK0899PG2074

COPY

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

'99 AUG 11 P3:18

0474282

BK0899PG2075

LINDA SLATER
RECORDER
\$12.00 PAID *ko* DEPUTY