

No. M77365-KK

WHEN RECORDED MAIL TO:  
Breuer  
1750 Ladera Vista Drive  
Fullerton, Ca 92831

TO BE SIGNED AND RECORDED IN COUNTER-PART

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made November 3rd, , 1998, \_\_\_\_\_

GTEB, LLC , A NEVADA LIMITED LIABILITY COMPANY , herein

called "Trustor", whose address is: P.O. BOX 1700 ,

DAYTON, , NV 89721 , WESTERN TITLE COMPANY, INC., a Nevada

W. L. M.

corporation, herein called "Trustee", and Richard Blakey, James Christensen , Eric Boyden,

James N. Pappas , Trustee of the RENO ORTHOPEDIC CLINIC, LTD. RESTATED PROFIT

SHARING PLAN FOR THE BENEFIT OF JAMES L. CHRISTENSEN, STEVEN D. DOW AND E.

JAMES GREENWALD, as to an undivided 25% interest, whose address is: 555 N.

Arlington Ave., Reno, NV 89503 ; STEPHEN D. DOW and JAMES E. SOBIECK, as

Co-Trustees of THE DOW AND SOBIEK ORTHOPEDIC SURGEONS, INC. 401 (K) PROFIT

SHARING PLAN AND TRUST - SEGREGATED ACCOUNT OF STEPHEN D. DOW, as to an

undivided 25% interest, whose address is: 785 Kiffin Ave., Ste 303, Reno, NV 89502

\_\_\_\_\_ ; and CASPER J. BREUER and SIGNE S. BREUER, as

Trustees of the BREUER FAMILY TRUST initially created on August 28, 1987,

as to an undivided 25% interest, whose address is: 1750 Ladera Vista Dr.,

Fullerton, CA 92831 ; and GLORIA A. HARRISON, as Surviving Trustee

of the HARRISON FAMILY TRUST initially created on September 3, 1987, as to

an undivided 25% interest, whose address is: 1819 Ladera Vista Dr., Fullerton, CA 92831

\_\_\_\_\_ , herein called "Beneficiary",

**W I T N E S S E T H:**

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

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 principal sum of \$1,000,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by

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LAW OFFICES OF  
OTTO & POPE  
164 HUBBARD WAY  
SUITE A

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Beneficiary 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 alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement 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 proper 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 in 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, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary 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 as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, 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. Except as may be required by law, 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. 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, as herein provided, for failure to so pay.

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LAW OFFICES OF  
OTTO & POPE  
164 HUBBARD WAY  
SUITE A

RENO, NEVADA 89502

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8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 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, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

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, unless the context requires otherwise, 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. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

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 one acres of land, together with a prorata share of water and sewer rights, contained within the encumbered property. The conditions are as follows:

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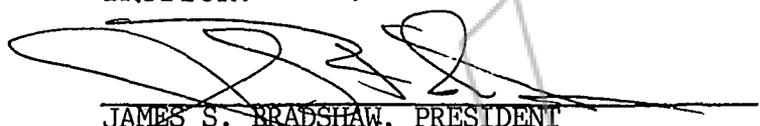
(a) Such release shall not violate any subdivision law or parcel map law of Douglas County or the State of Nevada.

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

(c) The acre to be released shall be selected by Trustor, subject to Beneficiary's approval, which approval shall not be unreasonably withheld.

(d) Concurrently with the request for the release of the one acre, the sum of \$250,000.00 shall be paid to the principal of the note secured hereby.

TRUSTOR: GTEB, LLC

  
JAMES S. BRADSHAW, PRESIDENT  
CORPORATE MANAGEMENT SERVICES, INC.  
in its capacity as Manager of GTEB, LLC

STATE OF NV )  
 ) ss  
COUNTY OF Lyon )

This instrument was acknowledged before me on 11-2-98, 1998, by James S. Bradshaw, President of Corporate Management Services, Inc., in it's capacity as Manager of GTEB, LLC.

  
Notary Public



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

DATED: \_\_\_\_\_, 1998.

BANK OF AMERICA NEVADA,  
Trust Department, Trustee of  
the Reno Orthopedic Clinic,  
Ltd. Restated Profit Sharing  
Plan for the Benefit of James  
L. Christensen, Steven D. Dow  
and E. James Greenwald

Stephen D. Dow, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

By: \_\_\_\_\_

James S. Sobiek, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

Casper J. Breuer, Trustee  
of the Breuer Family Trust

Signe S. Breuer, Trustee  
of the Breuer Family Trust

Gloria A. Harrison, Surviving  
Trustee of the Harrison Family  
Trust

STATE OF )



COUNTY OF

) ss  
)

This instrument was acknowledged before me on \_\_\_\_\_, 1998, by \_\_\_\_\_, as \_\_\_\_\_ of BANK OF AMERICA, Trust Department, Trustee of the Reno Orthopedic Clinic, Ltd. Restated Profit Sharing Plan for the benefit of JAMES L. CHRISTENSEN, STEVEN D. DOW and E. JAMES GREENWALD..

\_\_\_\_\_  
Notary Public

STATE OF  
COUNTY OF

*Nevada*  
*Washoe*

)  
) ss  
)

This instrument was acknowledged before me on October 29, 1998, 1998, by STEPHEN D. DOW and JAMES S. SOBIEK, as Co-Trustees of THE DOW AND SOBIEK ORTHOPEDIC SURGEONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST - SEGREGATED ACCOUNT OF STEPHEN D. DOW.

*Jackelyn F. Shoupe*  
\_\_\_\_\_  
Notary Public



STATE OF  
COUNTY OF

)  
) ss  
)

This instrument was acknowledged before me on \_\_\_\_\_, 1998, by CASPER J. BREUER and SIGNE S. BREUER, as Trustees of the BREUER FAMILY TRUST.

\_\_\_\_\_  
Notary Public

STATE OF  
COUNTY OF

)  
) ss  
)

This instrument was acknowledged before me on \_\_\_\_\_, 1998, by GLORIA A. HARRISON, as Surviving Trustee of the HARRISON FAMILY TRUST.

\_\_\_\_\_  
Notary Public



State of Nevada )  
COUNTY OF Douglas ) ss



This instrument was acknowledged before me on 10/1/98,  
1998, by Richard W. Blakey, as Trustee  
of BANK OF AMERICA, Trust Department, Trustee of the Reno Orthopedic  
Clinic, Ltd. Restated Profit Sharing Plan for the benefit of JAMES L.  
CHRISTENSEN, STEVEN D. DOW and E. JAMES GREENWALD..

[Signature]  
Notary Public

STATE OF )  
COUNTY OF ) ss

This instrument was acknowledged before me on \_\_\_\_\_,  
1998, by STEPHEN D. DOW and JAMES S. SOBIEK, as Co-Trustees of THE DOW AND  
SOBIEK ORTHOPEDIC SURGEONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST -  
SEGREGATED ACCOUNT OF STEPHEN D. DOW.

\_\_\_\_\_  
Notary Public

STATE OF )  
COUNTY OF ) ss

This instrument was acknowledged before me on \_\_\_\_\_,  
1998, by CASPER J. BREUER and SIGNE S. BREUER, as Trustees of the BREUER  
FAMILY TRUST.

\_\_\_\_\_  
Notary Public

STATE OF )  
COUNTY OF ) ss

This instrument was acknowledged before me on \_\_\_\_\_,  
1998, by GLORIA A. HARRISON, as Surviving Trustee of the HARRISON FAMILY  
TRUST.

\_\_\_\_\_  
Notary Public

(a) Such release shall not violate any subdivision law or parcel map law of Douglas County or the State of Nevada.

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

(c) The acre to be released shall be selected by Trustor, subject to Beneficiary's approval, which approval shall not be unreasonably withheld.

(d) Concurrently with the request for the release of the one acre, the sum of \$250,000.00 shall be paid to the principal of the note secured hereby.

TRUSTOR:

\_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1998, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

DATED: \_\_\_\_\_, 1998.

BANK OF AMERICA NEVADA,  
Trust Department, Trustee of  
the Reno Orthopedic Clinic,  
Ltd. Restated Profit Sharing  
Plan for the Benefit of James  
L. Christensen, Steven D. Dow  
and E. James Greenwald

\_\_\_\_\_  
Stephen D. Dow, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

By: \_\_\_\_\_

\_\_\_\_\_  
James S. Sobiek, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

\_\_\_\_\_  
Casper J. Breuer, Trustee  
of the Breuer Family Trust

*Gloria A. Harrison*  
\_\_\_\_\_  
Gloria A. Harrison, Surviving  
Trustee of the Harrison Family  
Trust

\_\_\_\_\_  
Signe S. Breuer, Trustee  
of the Breuer Family Trust

STATE OF )

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of ORANGE

On 10-21-98 before me, ISABEL E GARCIA, NOTARY Public

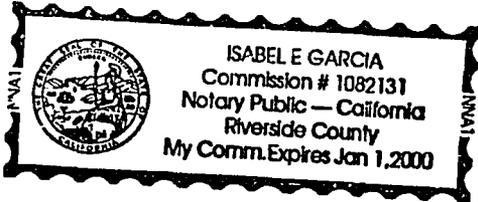
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gloria A. Harrison.

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.

*[Signature]*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Individual Grant Deed

Document Date: 10-21-98 Number of Pages: ONE

Signer(s) Other Than Named Above: Casper J. Breuel S. Breuer Family TR. Stephen D. Dow, James S. Sobtek.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

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(a) Such release shall not violate any subdivision law or parcel map law of Douglas County or the State of Nevada.

(b) All fees and costs incurred in connection With such release shall be paid by Trustor.

(c) The acre to be released shall be selected by Trustor, subject to Beneficiary's approval, which approval shall not be unreasonably withheld.

(d) Concurrently with the request for the release of the one acre, the sum of \$250,000.00 shall be paid to the principal of the note secured hereby.

TRUSTOR:

\_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1998, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

DATED: \_\_\_\_\_, 1998.

BANK OF AMERICA NEVADA,  
Trust Department, Trustee of  
the Reno Orthopedic Clinic,  
Ltd. Restated Profit Sharing  
Plan for the Benefit of James  
L. Christensen, Steven D. Dow  
and E. James Greenwald

Stephen D. Dow, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

By: \_\_\_\_\_

James S. Sobiek, Co-Trustee of The  
Dow and Sobiek Orthopedic Surgeons,  
Inc. 401(K) Profit Sharing Plan and  
Trust - Segregated Account of  
Stephen D. Dow

Casper J. Breuer  
Casper J. Breuer, Trustee  
of the Breuer Family Trust

Signe S. Breuer  
Signe S. Breuer, Trustee  
of the Breuer Family Trust

Gloria A. Harrison, Surviving  
Trustee of the Harrison Family  
Trust

STATE OF )

**ACKNOWLEDGMENT**

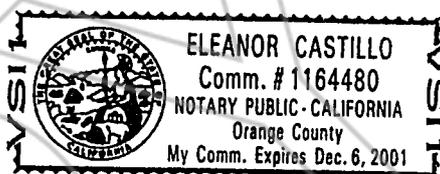
State of California

County of Orange

On October 6, 1998, before me, Eleanor Castillo, personally appeared Casper J. Breuer and Signe S. Breuer, as Trustees of the Breuer Family Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature   
Eleanor Castillo



COPY

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DESCRIPTION

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

A parcel of land located within a portion of the Northeast one-quarter of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter corner of Section 4, Township 12 North, Range 20 East, M.D.M., a found 3/4 inch iron pipe with 2 inch aluminum cap stamped "1995 Owens Eng. PLS 3090, E 1/4 Sec 4";

thence along the East-West center section line, North 89°33'00" West, 15.16 feet to a point on the West Line of Elges Avenue, the POINT OF BEGINNING;

thence continuing along said East-West center section line, North 89°33'00" West, 172.10 feet to a point on the Easterly right-of-way of U.S. Highway 395 as described in a Deed recorded May 28, 1993 in the office of Recorder, Douglas County, Nevada in Book 593, at Page 5930, as Document No. 308372;

thence along said Easterly right-of-way along the arc of a curve to the left, nontangent to the preceding course, having a radius of 5060.00 feet, central angle of 09°23'14", arc length of 829.02 feet, chord bearing North 45°37'59" West, and chord distance of 828.09 feet;

thence continuing along said Easterly right-of-way, North 50°19'36" West, 342.29 feet;

thence South 89°28'04" East, 992.55 feet to the Northwest corner of a parcel of land as described in a Deed recorded August 18, 1980 in the office of Recorder, Douglas County, Nevada in Book 880, at Page 1297, as Document No. 47561;

thence South 00°21'36" West, 50.00 feet per said Deed;

thence South 89°28'04" East, 40.00 feet per said Deed to a point on said West line of Elges Avenue;

thence along said West line of Elges Avenue, South 00°21'36" West, 739.34 feet to the POINT OF BEGINNING.

A.P.N 1220-04-602-003

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

'98 NOV -3 P4:11

LINDA SLATER  
RECORDER  
\$19.00 PAID K2 DEPUTY

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EXHIBIT "B"

THE CORRECT BENEFICIAL INTEREST SHOULD READ, AS FOLLOWS;

RICHARD W. BLAKEY, JAMES L. CHRISTENSEN, ERIC M. BOYDEN, JAMES N. PAPPAS, TRUSTEES OF THE RENO CHIROPRAEDIC CLINIC, LTD. RESTATED PROFIT SHARING PLAN FOR THE BENEFIT OF JAMES L. CHRISTENSEN, AND E. JAMES GREENWALD, AS TO AN UNDIVIDED 33.34% INTEREST; AND STEPHEN D. DOW AND JAMES S. SOBIEK AS CO-TRUSTEES OF THE DOW AND SOBIEK CHIROPRAEDIC SURGEONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST-SEGRATED ACCOUNT TO STEPHEN D. DOW, AS AN UNDIVIDED 16.66% INTEREST AND CASPER J. BREUER AND SIGNE S. BREUER, AS TRUSTEES OF THE BREUER FAMILY TRUST INITIALLY CREATED ON AUGUST 28, 1987, AS TO AN UNDIVIDED 25% INTEREST, AND GLORIA A. HARRISON, AS SURVIVING TRUSTEE OF THE HARRISON FAMILY TRUST INITIALLY CREATED ON SEPTEMBER 3, 1987, AS TO AN UNDIVIDED 25% INTEREST.

REQUESTED BY  
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 AUG 19 PM 3: 58

LINDA SLATER  
RECORDER

\$ 20.00 PAID DEPUTY

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