

When Recorded, Return to:
JACOBSEN FAMILY RESIDUAL TRUST
P.O. BOX 76
GARDNERVILLE, NV 89410
81627 CLH

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of September, 1999, between BENTLY FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, herein called "Trustor", whose address is Post Office Box B, Minden, Nevada 89423, WESTERN TITLE COMPANY, INC., of 1626 Highway 395, Minden, Nevada 89423, herein called "Trustee" and JACOBSEN FAMILY RESIDUAL TRUST, VIRGINIA C. JACOBSEN, TERRY M. JACOBSEN, and MARK E. AMODEI, Co-Trustees, whose address is P.O. Box 76, Gardnerville, NV 89410, herein "Beneficiary."

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

See Exhibit "A" attached hereto and incorporated herein for reference as if set forth in full.

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

SCARPELLO & ALLING, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

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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 \$1,600,000.00, with interest thereon according to the terms of two Secured Promissory Notes, of even date herewith, executed 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 its 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 interest of this Deed of Trust, Trustor agrees:

1. 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 requiring any alterations or improvements to be 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 law; 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. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, she 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.

4. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

5. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

6. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, 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 the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

7. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention 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," and Trustee is authorized to retain this Deed of Trust and note.

8. (a) Should default be made by Trustor 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 notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any 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 object of these Trustees, 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 to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) 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.

(d) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

9. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof; not then repaid, with accrued interest at the rate of eight percent (8%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

10. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or

conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

11. 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.

12. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

13. 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, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

14. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (8%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR")

BENTLY FAMILY LIMITED PARTNERSHIP

By: Donald E. Bently
Donald E. Bently
Its: General Partner

COPY

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On 9 September 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald E. Bentley known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Suzette R. Ramirez
NOTARY PUBLIC

COOPER

Legal Description

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

PARCEL 1

The Southeast 1/4 of the Southeast 1/4 of Section 10, in Township 12 North, Range 21 East, M.D.B. & M.

A.P.N. 35-010-07

PARCEL 2

Being the southeast 1/4 of the Northeast 1/4 of Section 26, in township 12 North, Range 21 East, M.D.B. & M.

A.P.N. 35-040-14

PARCEL 3

Being the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 11 North, Range 21 East, M.D.B. & M.

A.P.N. 35-070-19

PARCEL 4

The Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 18, all in Township 11 North, Range 21 East, M.D.B. & M.

A.P.N. 35-070-52

PARCEL 5

The Southeast 1/4 of the Southeast 1/4 of Section 7, in Township 11 North, Range 21 East, M.D.B. & M.

A.P.N. 35-070-53

PARCEL 6

Being all of Section 9, in Township 11 North, Range 21 East, M.D.B. & M.

Excepting therefrom all the lands lying Northeasterly of the Southwesterly boundary of U.S. Highway 395.

Also excepting therefrom the lands shown on the Record of Survey Map for Stoddard Jacobsen, filed in the office of the County Recorder of Douglas County, on May 7, 1965, in Book 31, of Official Records at Page 255, as File No. 28057.

A.P.N. 35-070-62

PARCEL 7

The Southeast 1/4 of the Southwest 1/4 of Section 27, Township 11 North, Range 21 East, M.D.B. & M.

A.P.N. 35-100-39

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Legal Description - Continued

PARCEL 8

The Northwest 1/4 of the Northeast 1/4 of Section 34, Township 11 North, Range 21 East, M.D.B. & M.

A.P.N. 35-100-57

PARCEL 9

Being a portion of Sections 3, 4, 5, 9 and 10, Township 12 North, Range 21 East, M.D.B. & M., further described as follows:

Parcels 1 through 11 and Parcel 21, as set forth on Map of Division of Large Parcels for the JACOBSEN FAMILY TRUST filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on November 21, 1995, in Book 1195, at Page 3626, as Document No. 375343.

ADJUSTED PARCEL 12

A parcel of land located within portions of Sections 9 and 10, Township 12 North, Range 21 East, M.D.B. & M., more particularly described as follows:

Parcel 12, as set forth on the Land Division Map for the Jacobsen Family Trust, recorded as Document No. 375343.

Excepting therefrom a parcel of land described as follows:

COMMENCING at the Easternmost corner of Parcel A, as shown on the Parcel Map for Edward E. and Alice L. Grafe, recorded May 13, 1974, in Book 574, at Page 362, as Document No. 73151. Said point lying on the Southwesterly right-of-way line of Jacobsen Lane and bearing North 03°30'22" West, 1,421.94 feet from the East 1/4 corner of Section 9;
thence along said right-of-way North 48°48'54" West, 581.57 feet to the POINT OF BEGINNING;
thence leaving said right-of-way South 11°48'56" West, 242.55 feet;
thence South 20°03'14" East, 80.91 feet;
thence North 48°06'29" West, 630.04 feet to the Southwest corner of the parcel as shown on the Parcel Map for Richard J. and Hazel I. Wheaton, recorded May 13, 1974, in book 574, at Page 362, as Document No. 73150;
thence North 84°02'46" East, 370.00 feet to a point on said right-of-way;
thence along said right-of-way South 48°27'14" East, 105.01 feet;
thence continuing along said right-of-way South 30°15'00" East, 88.00 feet to the POINT OF BEGINNING.

A.P.N. 35-380-12\

ADJUSTED PARCEL 14

A parcel of land located within portions of Sections 9 and 10, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at the Northwest corner of Parcel 14, as shown on the Map of Division Into Large Parcels for Jacobsen Family Trust, recorded November 21, 1995, in the office of Recorder, Douglas County, Nevada, as Document No. 375343;
thence South 154.63 feet to the POINT OF BEGINNING;
thence North 51°15'34" East, 772.93 feet;
thence North 40°55'58" West, 120.71 feet to a point on the Westerly terminus of Jacobsen Lane;
thence along the boundary of said Parcel 14 the following courses:
 North 49°04'00" East, 50.00 feet;
thence South 89°08'50" East, 2,646.32 feet;

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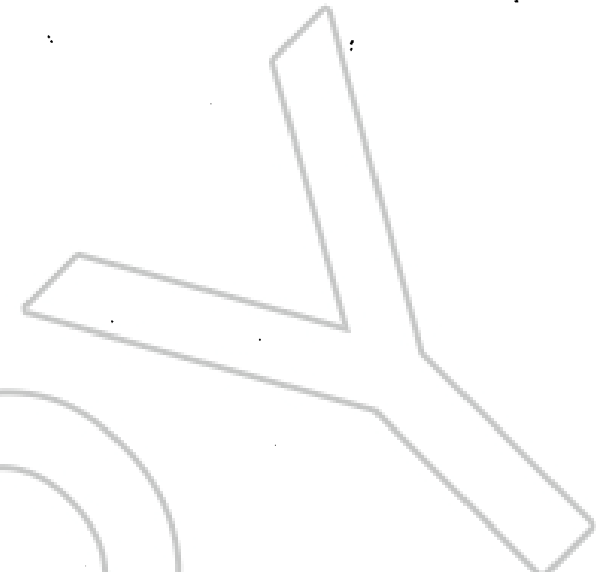
Legal Description - Continued

thence South 00°41'11" West, 1,334.64 feet;
thence North 89°31'47" West, 1,317.21 feet;
thence North 89°18;44: West, 1,326.23 feet;
thence North 89°22'03" West, 548.34 feet;
thence North, 364.97 feet;
thence West, 490.67 feet to the terminus of Old Ranch Road;
thence North, 50.00 feet;
thence East, 490.67 feet;
thence North, 318.54 feet to the POINT OF BEGINNING.

A.P.N. 35-380-13

List of Parcels and their respective A.P.N.s

- Parcel 1 35-370-02
- Parcel 2 35-370-03
- Parcel 3 35-370-01
- Parcel 4 35-370-04
- Parcel 5 35-370-05
- Parcel 6 35-370-09
- Parcel 7 35-370-08
- Parcel 8 35-370-10
- Parcel 9 35-370-11
- Parcel 10 35-380-02
- Parcel 11 35-370-07
- Parcel 12 35-380-12
- Parcel 14 35-380-13
- Parcel 21 35-380-08



REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

1999 SEP 13 PM 12:35

LINDA SLATER
 RECORDER

\$18⁰⁰ PAID *KJ* DEPUTY

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