

No. 1999-14116-KB

A. P. No. 1320-32-702-005

When Recorded Mail to: Fleming  
P.O. Box 6868  
Incline Village NV 89450

This document is being re-recorded to reflect Exhibit "B" which was erroneously called Exhibit "A" below. Exhibit "B" is the Agreement attached.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made September 28, 1999, between GLEND A LOVMARK, an unmarried woman, herein called "Trustor", whose address is: 3497 Alpine View Carson City, NV 89705, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, herein called "Trustee", and ALAN R. FLEMING, an unmarried man, as to an undivided one-half (1/2) interest, whose address is: P.O. Box 6868 Incline Village, NV 89450, and SCOTT P. FLEMING, Trustee for THE SCOTT P. FLEMING 1994 INTER VIVOS TRUST dated April 8, 1994, as to an undivided one-half (1/2) interest, as tenants in common, whose address is: 4392 Mansfield Drive Danville, CA 94506, 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: Each and every term, covenant and condition herein contained and contained in that certain document entitled "Agreement" (herein "Agreement") executed by Trustor and Beneficiary, a copy of which is attached hereto as Exhibit "A". "B".

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 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 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 as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy shall 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, and any balance shall 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 effect 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. 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 performance of the Agreement 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.

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.

10. The following covenants Nos. 1, 3, 4 (interest 18%), 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.

11. 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; however, such deficiency shall not exceed the difference, if any, between the unpaid balance of the note secured by the Deed of Trust, referred to below, together with accrued interest, costs and attorney's fees, and the fair market value of the property, valued as of the date of the foreclosure sale.

12. 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.

13. 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.

14. 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 Agreement secured hereby. The term "Trustor" includes the term "Grantor".

15. Trustee, its successor or assign, is hereby appointed the attorney-in-fact of Beneficiary for the purpose of reconveying this Deed of Trust upon (a) satisfactory evidence being presented to Trustee of the reconveyance of the Deed of Trust in favor of FIRST FEDERAL LINCOLN BANK, a corporation, and which Deed of Trust is dated July 17, 1997, recorded July 22, 1997, in Book 797, Page 3720, Document No. 417762, Official Records, Douglas County, Nevada, or (b) satisfactory evidence being presented to Trustee of the novation of Beneficiary's liability upon the note secured by the foregoing Deed of Trust; or (c) if said Deed of Trust has not been previously reconveyed, then the same shall be reconveyed upon release of herein Beneficiary, provided that Trustor is not then in default hereunder. Fees and costs incurred in connection with such reconveyance shall be paid by Trustor.

16. Beneficiary shall have the right to first approve the credit-worthiness of any purchaser at a foreclosure sale held hereunder who does not cause the novation of Beneficiary upon the obligation secured by the Deed of Trust last mentioned above. Beneficiary shall not unreasonably withhold approval of the sale of the property to a purchaser at the foreclosure sale who has reasonably satisfactory credit.

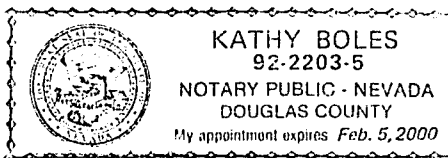
TRUSTOR:

Glenda Lovmark  
Glenda Lovmark

STATE OF Nevada )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on September 28, 1999, by GLENDA LOVMARK.

Kathy Boles  
Notary Public 0477660



0479845

BK0999PG5491

BK1199PG0168

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 in the Northeast  $\frac{1}{4}$  Southeast  $\frac{1}{4}$  of Section 32, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, Douglas County, Nevada, more particularly described as follows:

Commencing at the East quarter corner of said Section 32, proceed South  $86^{\circ}55'22''$  West, a distance of 1,271.84 feet, to the intersection of the South side of Cemetery Lane and the Southwesterly right-of-way line of Nevada State Highway, U.S. 395; thence South  $44^{\circ}54'$  East, 448.99 feet, along said highway right-of-way line, to the TRUE POINT OF BEGINNING, which is the most Northerly corner of the parcel; thence continue South  $44^{\circ}54'$  East 134.47 feet, along said right-of-way line, to the most Easterly corner of the parcel; thence South  $45^{\circ}06'$  West, 191.00 feet, to a point; thence North  $44^{\circ}54'$  West 21.00 feet, to a point; thence North  $89^{\circ}38'30''$  West, 159.61 feet, along the Northerly boundary of the Yparriquirre property, to a point; thence North  $45^{\circ}06'$  East, 303.35 feet, to the TRUE POINT OF BEGINNING.

REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 SEP 28 PM 3: 58

LINDA SLATER  
RECORDER

\$10<sup>00</sup> PAID *Bh* DEPUTY

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0477660  
BK 0999PG5492



No. 1999-14116-KB

This Agreement is being executed in one or more counterparts, each of which independently shall have the same effect as if it were the original and all of which taken together shall constitute one and the same document.

**A G R E E M E N T**

## Exhibit "B"

THIS AGREEMENT, made and entered into on September 28, 1999, by and between GLENDA LOVMARK, an unmarried woman hereinafter referred to as "Buyer", party of the first part, and ALAN R. FLEMING, an unmarried man, as to an undivided one-half (1/2) interest, and SCOTT P. FLEMING, Trustee for THE SCOTT P. FLEMING 1994 INTER VIVOS TRUST dated April 8, 1994, as to an undivided one-half (1/2) interest, as tenants in common, hereinafter referred to as "Obligors", parties of the second part,

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

WHEREAS, Obligors are the general partners of OLD TOWN CENTER LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter "Seller").

WHEREAS, Buyer has agreed to purchase from Seller certain real property situate in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO;

and

WHEREAS, the foregoing property is encumbered by a Deed of Trust securing a Promissory Note executed by Obligors, in favor of FIRST FEDERAL LINCOLN BANK, a corporation, which Deed of Trust is dated July 17, 1997, recorded July 22, 1997, in Book 797, Page 3720, Document No. 417762, Official Records, Douglas County, Nevada; and

WHEREAS, Seller is agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and provided further that, in the event of the acceleration of the foregoing indebtedness as a result of the sale of said property by Seller to Buyer, Buyer agrees to deal with said acceleration in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Buyer agrees to perform all terms and provisions of the foregoing Promissory Note and Deed of Trust in favor of FIRST FEDERAL LINCOLN BANK as though Buyer was the original maker of said Promissory Note and original Trustor of said Deed of Trust.

2. Buyer understands that Obligors remain liable upon the foregoing Promissory Note, even though the subject property has been sold to Buyer. Buyer agrees that the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust will result in damage to the credit-worthiness of Obligors. The parties agree that the damage to the credit-worthiness of Obligors is difficult, if not impossible, to measure. Accordingly, in the event of the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust, the parties agree that the damages sustained by Obligors to Obligors' credit-worthiness shall be deemed to be the balance owing upon said Promissory Note, as of the date of the recordation of a notice of default and election to sell for breach by Buyer, plus accrued interest upon said Promissory Note, together with any prepayment penalties required upon said Promissory Note, and all advances made by Obligors. Buyer further acknowledges that the amount of such damages is a fair estimate of the damages Seller would suffer in the event of Buyer's default, and that such liquidated damages are not imposed as a penalty.

LAW OFFICES OF  
OTTO & POPP  
104 HUBBARD WAY  
SUITE A

0479845

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NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss  
COUNTY OF Contra Costa }

On **September 28, 1999**, before me, **M. Sarmenta**, a Notary Public in and for said State, personally appeared **Scott P. Fleming**, 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 *Scott P. Fleming*



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

0479845

BK1199PG0172

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 in the Northeast 1/4 Southeast 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, Douglas County, Nevada, more particularly described as follows:

Commencing at the East quarter corner of said Section 32, proceed South 86°55'22" West, a distance of 1,271.84 feet, to the intersection of the South side of Cemetery Lane and the Southwesterly right-of-way line of Nevada State Highway, U.S. 395; thence South 44°54' East, 448.99 feet, along said highway right-of-way line, to the TRUE POINT OF BEGINNING, which is the most Northerly corner of the parcel; thence continue South 44°54' East 134.47 feet, along said right-of-way line, to the most Easterly corner of the parcel; thence South 45°06' West, 191.00 feet, to a point; thence North 44°54' West 21.00 feet, to a point; thence North 89°38'30" West, 159.61 feet, along the Northerly boundary of the Yparrigure property, to a point; thence North 45°06' East, 303.35 feet, to the TRUE POINT OF BEGINNING.

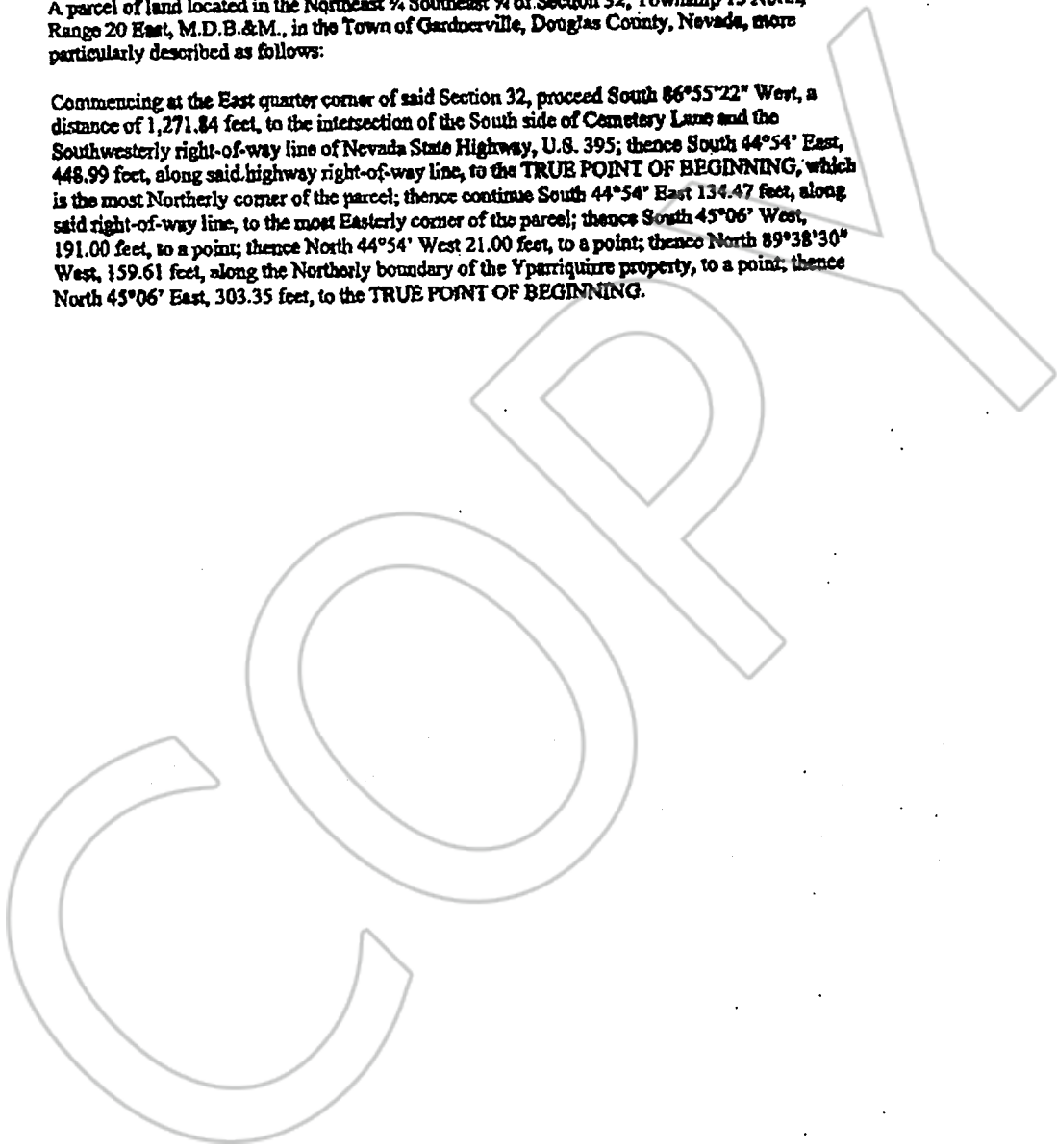


Exhibit A

0479845  
BK1199PG0173



No. 1999-14116-KB

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**A G R E E M E N T**

Exhibit "B"

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

WHEREAS, Obligors are the general partners of OLD TOWN CENTER LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter "Seller").

WHEREAS, Buyer has agreed to purchase from Seller certain real property situate in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO;

and

WHEREAS, the foregoing property is encumbered by a Deed of Trust securing a Promissory Note executed by Obligors, in favor of FIRST FEDERAL LINCOLN BANK, a corporation, which Deed of Trust is dated July 17, 1997, recorded July 22, 1997, in Book 797, Page 3720, Document No. 417762, Official Records, Douglas County, Nevada; and

WHEREAS, Seller is agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and provided further that, in the event of the acceleration of the foregoing indebtedness as a result of the sale of said property by Seller to Buyer, Buyer agrees to deal with said acceleration in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Buyer agrees to perform all terms and provisions of the foregoing Promissory Note and Deed of Trust in favor of FIRST FEDERAL LINCOLN BANK as though Buyer was the original maker of said Promissory Note and original Trustor of said Deed of Trust.

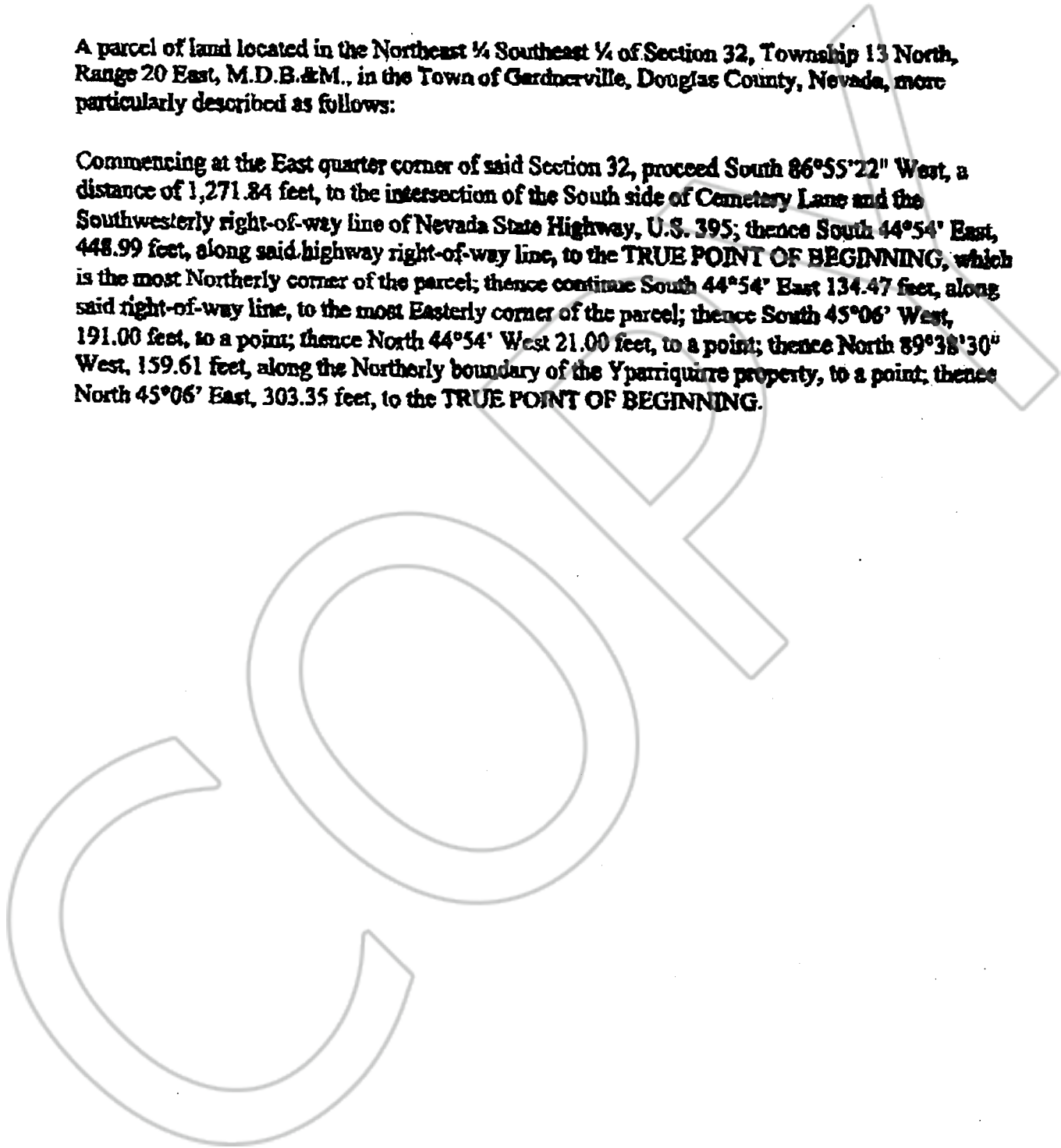
2. Buyer understands that Obligors remain liable upon the foregoing Promissory Note, even though the subject property has been sold to Buyer. Buyer agrees that the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust will result in damage to the credit-worthiness of Obligors. The parties agree that the damage to the credit-worthiness of Obligors is difficult, if not impossible, to measure. Accordingly, in the event of the failure of Buyer to promptly perform all terms and provisions of said Promissory Note and Deed of Trust, the parties agree that the damages sustained by Obligors to Obligors' credit-worthiness shall be deemed to be the balance owing upon said Promissory Note, as of the date of the recordation of a notice of default and election to sell for breach by Buyer, plus accrued interest upon said Promissory Note, together with any prepayment penalties required upon said Promissory Note, and all advances made by Obligors. Buyer further acknowledges that the amount of such damages is a fair estimate of the damages Seller would suffer in the event of Buyer's default, and that such liquidated damages are not imposed as a penalty.



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No. 1999-14116-KB

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**A G R E E M E N T**  
Exhibit "B"

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

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WHEREAS, Seller is agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and provided further that, in the event of the acceleration of the foregoing indebtedness as a result of the sale of said property by Seller to Buyer, Buyer agrees to deal with said acceleration in the manner hereinafter set forth;

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3. Buyer acknowledges that the foregoing Promissory Note and Deed of Trust contain acceleration clauses, which clauses enable the holder and beneficiary of said Note and Deed of Trust to declare the unpaid balance of said Note immediately due and payable upon sale of the property. Further, the delivery of the Deed from Seller to Buyer for the property encumbered by said Deed of Trust constitutes a sale of the property which will enable the holder and beneficiary of said Note and Deed of Trust to declare the unpaid balance of the Note all due and payable. In the event said Note is accelerated, Buyer agrees to (i) assume said Note and Deed of Trust in accordance with the demand of the holder and beneficiary, including the payment of any assumption fee, and to cause a novation of the liability of Obligor upon said Note and Deed of Trust, or (ii) pay said Note in full, including any prepayment penalty.

4. The performance of the Agreement by Buyer shall be secured by a Deed of Trust upon the above-described property, executed by Buyer in favor of Obligors.

5. In the event of the foreclosure of the Deed of Trust executed by Buyer in favor of Obligors, the proceeds of the foreclosure sale, less those expenses set forth in Nevada Revised Statutes 107.030, Covenant No. 7, shall be applied first to the Note in favor of FIRST FEDERAL LINCOLN BANK, to the extent of the unpaid balance thereof, and any excess funds shall be paid to the order of Buyer. All advances made by Obligors shall accrue interest at the rate of 18% per annum.

6. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Glenda Lovmark  
Glenda Lovmark

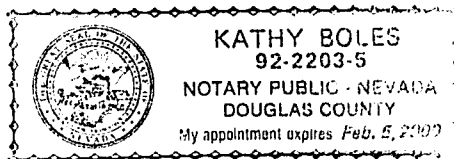
\_\_\_\_\_  
Alan R. Fleming

\_\_\_\_\_  
Scott P. Fleming, Trustee

STATE OF Nevada )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on 9-28-99, 1999, by GLENDA LOVMARK.

Kathy Boles  
Notary Public



STATE OF )  
COUNTY OF ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by ALAN R. FLEMING.

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



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 in the Northeast  $\frac{1}{4}$  Southeast  $\frac{1}{4}$  of Section 32, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, Douglas County, Nevada, more particularly described as follows:

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REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 NOV -2 AM 11: 35

LINDA SLATER  
RECORDER

<sup>20</sup> PAID <sub>50</sub> <sup>50</sup> DEPUTY

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BK 1199PG0179

Exhibit A