

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DON L. ROSS
WOODBURN AND WEDGE
P. O. BOX 2311
RENO, NEVADA 89505

SEND TAX STATEMENTS TO:

Crestmore Village Apartments
Limited Partnership
247 North Westmonte Drive
Altamonte Springs, Florida 32714

APN: 1220-03-005-013

82355 DEC

DEED OF TRUST

THIS DEED OF TRUST made this 10th day of November, 1999, by CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, a Nevada limited partnership, as Trustor, to Western Title Company, Inc., a Nevada corporation, as Trustee, for the benefit of HERBIG PROPERTIES LIMITED, a Nevada limited partnership, as Beneficiary.

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, that certain real property situate in the County of Douglas, State of Nevada, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all water and water rights used in connection therewith, which the Trustor now has or hereafter may acquire of, in, and to the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

As security for the payment of (a) FORTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR AND 80/100 DOLLARS (\$41,484.80) in lawful money, with interest thereon according to the terms of the promissory note for said sum executed and delivered by the Trustor to the Beneficiary and (b) faithful performance by Trustor of the covenants and conditions of this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor covenants not to commit any act of waste on the property; to pay, when due, all claims for labor performed and for materials furnished therefor; to comply with all laws, ordinances and regulations with references to any alterations or improvements made thereon; to pay, when due, all mortgages, deeds of trust and other encumbrances which are or appear to be a lien or a charge upon the property, or any part thereof, prior to this deed of trust.

If the Trustor fails to make any payment or perform any act which he is obligated to make or perform hereby, then the Trustee, or Beneficiary, at the election of either of them, without demand or notice to the Trustor, or any successor in interest of the Trustor, or any of them, may make such payment or perform such act and incur any liability, or expend whatever amounts, in its absolute discretion, it may deem necessary therefor. All sums incurred or expended by the Trustee, or Beneficiary, under the terms hereof, shall become immediately due and payable by the Trustor to the Trustee, or Beneficiary, when so incurred or expended, and shall bear interest until paid at the annual percentage rate of eighteen percent and shall be secured hereby.

SECOND: The Trustor promises to appear and defend any action or proceeding purporting to affect the interest of the Beneficiary hereunder, or the said property, or any part thereof, or the rights, powers and duties of the Trustee hereunder; and the Trustee or Beneficiary may likewise appear in and defend any such action or proceedings and take such action therein as either of them may be advised; and all costs and expenses, including costs of evidence of title, and reasonable attorney fees incurred or expended by the Beneficiary or Trustee in such action or proceeding, shall become immediately due from the Trustor to the Beneficiary or Trustee when so incurred or expended, and shall bear interest until paid at the annual percentage rate of eighteen percent (18%) and shall be secured hereby.

THIRD: As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

FOURTH: The Trustee or Beneficiary may enter the premises and inspect the same at any time upon reasonable notice during the existence of the trust hereby created, and in case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Trustee shall be entitled at any time, at its option, either by itself or by a receiver to be appointed by a court therefor, to enter upon and take possession of the above-granted premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental, term and upon such conditions as it may determine

in the exercise of its reasonable judgment, and to collect and receive the rents, issues and profits thereof (which rents, issues, and profits, present and future, are hereby assigned to the Trustee as further security, but which assignment Trustee agrees not to enforce so long as Trustor is not in default in payment of any sum or performance of any act to be made or performed hereunder, provided that in no event shall the Trustor collect any of said rents, issues and profits prior to accrual), and apply such rents, issues and profits, in the manner hereinafter specified in respect of proceeds of sale of said premises, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general; and in the event that the Trustee shall exercise the option in this paragraph granted, the Trustor agrees to surrender to the Trustee peaceable possession of said premises, and not to interfere in any manner with the exercise of the rights in this paragraph granted; and the expenses therein incurred, including compensation to said Trustee and Receiver, and attorney fees and costs and disbursements, shall be deemed to be a portion of the expense of this trust, and secured hereby.

FIFTH: The Beneficiary may without notice to or consent of Trustor extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, or after the filing of breach and election to sell, 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, or to proceed with the sale under any such notice of breach and election to sell, for any unpaid balance of said indebtedness. If the Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof, at its option, either before or after a sale is made hereunder.

SIXTH: Upon payment of all sums secured hereby, the Trustee shall reconvey, without warranty, the estate vested in it hereby, and the grantee in said reconveyance may be described in general terms as "the person or persons legally entitled thereto." The recitals in any full or partial reconveyance shall be conclusive proof against all persons of the truthfulness thereof. All reconveyance shall be at the cost of the grantee.

SEVENTH: If breach or default be made in the prompt payment when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any conveyance under which said Trustor claims or derives title, then within ten (10) days thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the Douglas County Recorder a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three (3) months shall have elapsed following the recordation of said notice of breach of default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on 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, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as the Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

EIGHTH: Any Trustor who is married hereby expressly agrees that recourse may be had against their separate property for any deficiency after the sale of the property hereunder.

NINTH: The Beneficiary shall not by any act or omission be deemed to waive any of its rights or remedies unless such waiver be in writing; and a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

TENTH: Said Trustor hereby agrees that whenever said Beneficiary or Trustee shall record said notice of breach or default and of election of Beneficiary to sell or cause to be sold said property, or whenever said Trustee shall give notice of sale of said property as herein provided, said recordation of notice of breach or default, or publication of notice of sale, shall ipso facto, so far as regards the indebtedness hereby secured and this instrument, extend any and all statutes limiting the time for the commencement of actions to enforce the payment of the sums secured hereby or any part thereof, which are now or which may hereafter be in force or effect, until thirty (30) days after the Trustee hereunder shall have completed a sale of said premises and shall have executed and delivered to the purchaser a deed of said premises, and said Trustor hereby expressly waives the right to plead any such statute or statutes of limitation in any action or proceeding to which the Trustor may be a party, provided said action is brought within the time herein provided.

Trustor further agrees that the Beneficiary may from time to time, and for periods not exceeding one (1) year, in behalf of the Trustor, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustor.

ELEVENTH: THE Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or action 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 successors or new Trustee, who shall have all the estate powers, duties, rights and privileges of the predecessor Trustee.

TWELFTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

THIRTEENTH: All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto, respectively. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

FOURTEENTH: Trustor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust premises, or any part thereof. Trustor further agrees to pay all interest or installments due on any prior encumbrance, and agrees that if Trustor is in default thereof, Trustee or Beneficiary may, without demand or notice, pay the same, and Trustee or Beneficiary shall be sole judge of the legality or validity of such taxes, assessments, charges or encumbrances, and the amount necessary to be paid in satisfaction or discharge thereof. It will be deemed that all such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

FIFTEENTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by certified letter to the Trustor and such notice shall be binding upon the Trustor, assignee(s), or grantee(s) from the Trustor.

SIXTEENTH: Trustor agrees to at all times keep the buildings and improvements which are now or shall hereafter be erected upon the property insured against loss or damage by fire, to the amount of at least Forty-One Thousand Four Hundred Eighty-Four and 80/100 Dollars (\$41,484.80), the policies for which insurance shall be made payable, in case of loss, to Beneficiary. In the event Trustor defaults under this obligation, Beneficiary or Trustee may procure such insurance, not exceeding the amount aforesaid, to be effected either upon the interest of the Trustee or upon the interest of Trustor, or his assigns, and in their names, loss, if any being made payable to Beneficiary, and may pay and expend for premiums for such insurance such sums of money as the Beneficiary may deem necessary; and the expenses thereby incurred shall be deemed to be a portion of the expense of this trust and secured hereby.

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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on November 10, 1999, by Herman H. Herbig and Anneliese Herbig, Trustees of the Herbig Family 1991 Trust, dated June 26, 1991, general partner of Herbig Properties Limited, a Nevada limited partnership.

Danielle E. Curtis

NOTARY PUBLIC

My commission expires: 2-15-02



EXHIBIT "A"

**DESCRIPTION
AREA ADJUSTED FROM PARCEL 1 TO PARCEL 2
(HERBIG TO CRESTMORE)**

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

A parcel of land located within a portion of the Northwest one-quarter (NW¼) of Section 3, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Parcel 1 as shown on the Parcel Map for Herbig Properties Limited recorded September 14, 1999 in the office of Recorder, Douglas County, Nevada as Document No. 476559;

thence along the north line of said Parcel 1, North 89°19'44" West, 332.71 feet to THE POINT OF BEGINNING;
thence South 00°21'36" West, 331.01 feet;
thence South 54°40'31" West, 99.46 feet;
thence North 00°21'36" East, 389.47 feet;
thence South 89°19'44" East, 80.79 feet to THE POINT OF BEGINNING,
containing 0.66 acres, more or less.

Together with a parcel of land located within a portion of the Northwest one-quarter (NW¼) of Section 3, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Parcel 1 as shown on the Parcel Map for Herbig Properties Limited recorded September 14, 1999 in the office of Recorder, Douglas County, Nevada as Document No. 476559;

thence along the westerly right-of-way of Waterloo Lane, along the arc of a curve to the right having a radius of 807.50 feet, central angle of 47°52'49", arc length of 674.80 feet, and chord bearing and length of South 26°58'30" West, 655.34 feet, THE POINT OF BEGINNING;

thence continuing along said right-of-way, along the arc of a curve to the right having a radius of 807.50 feet, central angle of 10°12'42", and an arc length of 143.92 feet;

thence continuing along said right-of-way, South 61°07'36" West, 407.02 feet to a point on the east right-of-way of Elges Avenue;
thence along said east right-of-way, North 00°21'36" East, 253.62 feet;
thence South 89°38'24" East, 353.96 feet;

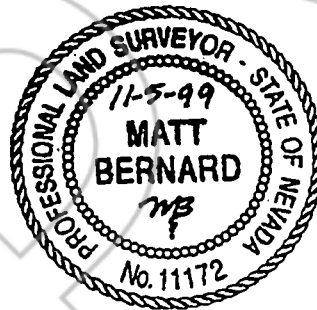
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thence North 00°21'36" East, 185.29 feet;
thence South 35°19'29" East, 34.82 feet;
thence North 54°40'31" East, 16.61 feet;
thence South 31°08'54" East, 164.75 feet to THE POINT OF BEGINNING,
containing 1.62 acres, more or less.

Note: Refer this description to your title company
before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 NOV 22 AM 9: 17

LINDA SLATER
RECORDER

\$1500 PAID *Ka* DEPUTY

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