

APN: 1320-33-402-034

Order No. \_\_\_\_\_

Escrow No. \_\_\_\_\_

When Recorded Mail To: TOWNGATE AGENCIES, INC

PO BOX 2066 92624

CADISTRANO BEACH, CA 92624

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1st day of March, 2000, JAMES SCOTT,

between

, TRUSTOR,

whose address is

(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TOWNGATE AGENCIES, INC.,

TRUSTEE, and

, BENEFICIARY,

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

See Exhibit "A," attached hereto.

APN 1320-33-402-034.

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 \$ 225,000.00 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 all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to 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	118284	Lincoln			48902
Clark	860 Off. Rec.		882747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40060	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Emerald	3-X Deeds	195	36922	Ormsby	72 Off. Rec.	837	32867
Eureka	22 Off. Rec.	138	48941	Perkins	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"B" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	617	107192
				White Pine	295 R. E. Records	268	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision 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 this 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 his address above set forth.

STATE OF NEVADA )  
County of Douglas ) ss.

Signature of Trustor

James Scott

James Scott.

On \_\_\_\_\_ personally appeared before me, a Notary Public, James Scott

who acknowledged that he executed the above instrument.

Notary Public



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2-24-200 1:11PM

FROM CARSON VALLEY INS 17757824329

P. 1

Order No. B54243JC

## Schedule C

The land referred to in this policy is situated in the State of Nevada, County of Douglas, and is described as follows:

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 situate in the Town of Gardnerville, County of Douglas, State of Nevada, being a portion of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, N.D.R. & M., more particularly described as follows:

Beginning at the most Westerly corner of the lands described in the Deed to MILTON EDWARD BACON, Recorded June 27, 1961, in Book 7 of Official Records at Page 286, Douglas County, Nevada; thence along the Northeast boundary line of U.S. Highway 395 North 44' 43' West, 48 feet to the most Southerly corner of the lands described in the Deed to CARL W. KIDMAN, a single man, Recorded December 10, 1971, in Book 94 of Official Records at Page 316, Douglas County, Nevada; thence along the Southeast boundary line of said last mentioned lands North 45' 06' East 191.90 feet to a point on the Southwesterly boundary line of Mission Street; thence along said last mentioned boundary line South 40' 29' East, 48 feet to the most Northerly corner of said lands of Bacon; thence along the Northwesterly boundary of said lands of Bacon Southwesterly 191 feet to the point of beginning.

Being the same lands conveyed in the Deed from ASA NEWMAN, a single man to ELLA SUE SOUSA, a widow, Recorded September 25, 1975, in Book 975 of Official Records, at Page 1034, Douglas County, Nevada.

EXHIBIT "A"

CLIA-C/CAR

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**SECURED PROMISSORY NOTE**

\$225,000.00

March 1, 2000

FOR VALUE RECEIVED, SIERRA TAHOE INSURANCE AGENCIES, INC., and JAMES SCOTT, jointly and severally (hereinafter referred to as "BUYER"), promise and agree to pay to TOWNGATE AGENCIES, INC. (hereinafter referred to as "SELLER"), or order, the principal sum of \$225,000.00 (TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS), together with interest thereon on the declining balance, at the rate of 8.689 percent per annum, with interest commencing from the date of this Note, with the principal and interest payable in one hundred and twenty (120) equal monthly installments in the sum of \$2,812.47 (TWO THOUSAND, EIGHT HUNDRED AND TWELVE DOLLARS AND FORTY-SEVEN CENTS) or more per month, with the first such installment commencing on the 1<sup>st</sup> day of April, 2000, with a like or similar sum due and payable on the same day of each and every month thereafter, until the 1<sup>st</sup> day of March, 2010, when the balance of principal and accrued interest is all due and payable. There shall be no prepayment penalty. Additionally, BUYER is to receive a credit against the sums herein owing for payments made over and above any monthly payment equal to one hundred and fifty percent (150%) of the amount paid in excess of any monthly payment.

This Note is executed and delivered pursuant to a Sales Agreement dated 3-1-, 2000, between BUYER and SELLER. The payment of this Note is secured by a Second Deed of Trust executed and recorded concurrent herewith.

The unpaid principal amount of this Note, together with accrued interest thereon, and any other sums due or to become due hereunder shall, at the election of the holder hereof, mature and become immediately due and payable without presentment or demand for payment, dishonor or notice of dishonor, protest or notice of waiver, upon the happening of any one or more of the following events.

1. The sale or transfer by BUYER of any of the assets securing this Note.
2. If BUYER shall fail to make a full payment of any installment of principal or interest on this Note after receiving seven (7) days' written notice of such delinquency.
3. If BUYER suffers to exist an involuntary lien on all or substantially all of BUYER's assets, and such lien is not discharged within thirty (30) days from levy.
4. If BUYER suspends its business in contemplation of, or commencing proceedings for, its dissolution or liquidation, or makes a general assignment for the benefit of creditors, or commences, or acquiesces in the commencement of,

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proceedings under any bankruptcy, insolvency, readjustment of debt of liquidation law, or statute of the federal government or any state government, or if BUYER is adjudged bankrupt or insolvent under any law or statute, or if BUYER applies for, or by any action indicates their approval of, consents to or acquiesces in, the appointment of a trustee or receiver for the whole or any substantial portion of their assets, or if a trustee or receiver (other than an ex parte trustee or receiver) is appointed for the whole or any substantial portion of their assets.

5. The happening of any event that would constitute a default by BUYER under the Second Trust Deed.

Should any such default occur, BUYER will pay all costs and expenses of collection, including reasonable attorney's fees, incurred by the holder of this Note, in the collection of the same.

This Note shall be governed by the laws of the State of Nevada. Principal and interest on this Note shall be payable in lawful money of the United States of America.

BUYER:

SIERRA TAHOE INSURANCE AGENIES, INC.

By James Scott  
JAMES SCOTT, President

By James Scott  
JAMES SCOTT, individually

REQUESTED BY  
Tim Jones  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAR -3 PM 4: 50

LINDA SLATER  
RECORDER

\$10 PAID K2 DEPUTY

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