

Order No. SP2W 07-400-04

Escrow No. 2000-24867KJP

When Recorded Mail To: Novasel & Schwarte dba Western Highland Mortgage
P.O. Box 11355
South Lake Tahoe, CA 96155

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made April 12, 2000 between Falcon Capital, LLC., a Wyoming Limited Liability Company as to a 1/3 interest, Randy Lane and Carol Lane, husband and wife as to a 1/3 interest and Michael R. Iverson and Carol K. Iverson, Trustees of The Iverson Family Trust dated October 11, 1994 as to a 1/3 interest, whose address is P.O. Box 456, Zephyr Cove, NV 89448 (Number and Street) (City) (State), TRUSTOR,

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and NOVASEL & SCHWARTE INVESTMENTS, INC., dba WESTERN HIGHLAND MORTGAGE 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:

A Parcel of land situate in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 13 North, Range 18 East, M.D.B. & M., described as follows:

Parcel 4, as set forth on that certain parcel map of Dr. C.O. Thompson, recorded May 7, 1975 as Document No. 80018, Official Records of Douglas County, State of Nevada.

DUE ON SALE CLAUSE:

SHOULD THE REAL PROPERTY DESCRIBED HEREIN, OR ANY PART OF IT, OR ANY INTEREST IN IT BE SOLD, OR IF IT IS AGREED THAT IT WILL BE SOLD, CONVEYED, OR ALIENATED BY THE TRUSTOR, ALL OBLIGATIONS SECURED BY THIS DEED OF TRUST, WITHOUT REGARD OF THE MATURITY DATES EXPRESSED HEREIN, AT THE OPTION OF THE HOLDER SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

SUBSEQUENT DEEDS OF TRUST ARE SUBJECT TO THIS DEED OF TRUST AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN.

SEE ADDENDUM "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF.

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 \$ 490,000.00 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 | 115384 | Lincoln | | | 45902 |
| Clark | 850 Off. Rec. | | 682747 | Lyon | 37 Off. Rec. | 341 | 100661 |
| Douglas | 57 Off. Rec. | 115 | 40050 | Mineral | 11 Off. Rec. | 129 | 89073 |
| Elko | 92 Off. Rec. | 652 | 35747 | Nye | 105 Off. Rec. | 107 | 04823 |
| Esmeralda | 3-X Deeds | 195 | 35922 | Ormsby | 72 Off. Rec. | 537 | 32867 |
| Eureka | 22 Off. Rec. | 138 | 45941 | Pershing | 11 Off. Rec. | 249 | 66107 |
| Humboldt | 28 Off. Rec. | 124 | 131075 | Storey | "S" Mortgages | 206 | 31506 |
| Lander | 24 Off. Rec. | 168 | 50782 | Washoe | 300 Off. Rec. | 517 | 107192 |
| | | | | White Pine | 295 R. E. Records | 258 | |

shall inure 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.

On April 13, 2000 personally appeared before me, a Notary Public, Glenn Hartman, Randy Lane, Carol Lane, Michael R. Iverson and Carol K. Iverson

who acknowledged that they executed the above instrument.

Signature of Trustor
[Signature]
Falcon Capital, LLC, by Glenn Hartman
[Signature] Randy Lane [Signature] Carol Lane
[Signature] Michael R. Iverson [Signature] Carol K. Iverson

Karen Pawloski Notary Public
0490113
BK0400 pg 3144



STATE OF NEVADA,

ss.

County of Douglas

On April 18, 2000

Michael R. Iverson and
Carol K. Iverson

*personally appeared before me, a notary public,
personally known or proved to me to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the instrument.*

*IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official stamp at my office in the
County of Douglas
the day and year in this certificate first above written.*

Karen Pawloski
Signature of Notary



COOPER

COOPER

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ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to; a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Trustor agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

DUE ON SALE CLAUSE

If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

"SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN."

[Signature]
Glenn M. Hartman for Falcon Capital LLC

[Signature] [Signature]
Randy Lane Carol Lane

[Signature]
Michael R. Iverson, Trustee

[Signature]
Carol K. Iverson, Trustee

State of Nevada
County of Douglas

On April 14, 2000 before me, Karen Pawloski, personally appeared Glenn M. Hartman, Randy Lane and Carol Lane 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



0490113

RP 46310040 BK Jane

STATE OF NEVADA,

ss.

County of Douglas

On April 18, 2000

Michael R. Iverson and Carol K. Iverson

personally appeared before me, a notary public, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

Karen Pawloski
Signature of Notary



COPIES

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ADDENDUM B

ADDENDUM TO DEED OF TRUST AND ASSIGNMENT OF RENTS

As and for additional consideration for the \$490,000 Note secured by this \$490,000 Deed of Trust and Assignment of Rents on the property at 400 Dorla Court, Douglas County, Nevada (APN: 7-400-04), Falcon Capital, L.L.C., a Wyoming Limited Liability Company; Randy Lane; Carol Lane; and Michael R. Iverson and Carol K. Iverson, trustees of the Iverson Family Trust dated October 11, 1994, jointly the Trustor, further agree to the following:

- 1. Novasel & Schwarte Investments, Inc., dba Western Highland Mortgage Company's (WHM), the Beneficiary of this \$490,000 Deed of Trust, written consent must be obtained prior to the Trustor transferring any commercial floor area (CFA) and/or any coverage from 400 Dorla Court to any other parcel;
2. Trustor will instruct the Tahoe Regional Planning Agency (TRPA) not to allow any transfer of any CFA and/or coverage without the Beneficiary's written consent.

In the event any CFA and/or coverage is transferred from 400 Dorla Court to any other parcel without the Beneficiary's written consent, this \$490,000 Deed of Trust and the \$490,000 Note shall be in default, and the Beneficiary may take any actions allowed under the terms of the \$490,000 Deed of Trust.

Date: 4/14/00

[Signature]
Glenn M. Hartman for Falcon Capital L.L.C.

Date: 4/14/00

[Signature]
Randy Lane

Date: 4/14/00

[Signature]
Carol Lane

Date: 4/18/00

[Signature] Trustee
Michael R. Iverson, trustee

Date: 4/14/00

[Signature]
Carol K. Iverson, trustee

State of Nevada
County of Douglas

On April 14, 2000 before me, Karen Pawloski, personally appeared Glenn M. Hartman, Randy Lane and Carol Lane 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



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STATE OF NEVADA,

ss.

County of Douglas

Michael R. Iverson and
Carol K. Iverson

On April 18, 2000 personally appeared before me, a notary public, _____

personally known or proved to me to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official stamp at my office in the
County of Douglas
the day and year in this certificate first above written.

Karen Pawloski
Signature of Notary



COOPER

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 APR 18 PM 3:49

LINDA SLATER
RECORDER

\$ 12.00 PAID BH DEPUTY

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