

When Recorded Mail To:  
John Bullis  
206 S. Division  
Carson City, NV. 89703  
A.P.N. 420-18-516-032

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13<sup>th</sup> day of June, 2000, by and between EVAN L. ALLRED, whose address is 913 NORTH MOUNTAIN ST CARSON CITY, NEVADA 89703, herein called "TRUSTOR", WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called "TRUSTEE", and BULLIS, CROSSLEY & HEIMARK, CPAs, LTD., a professional corporation, herein called "BENEFICIARY",

WITNESSETH:

Trustor does hereby irrevocably grant, bargain, sell, transfer and assign to Trustee in trust, with power of sale, his interest in that certain real property situate in the County of Douglas, State of Nevada, that is more particularly described on Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights, profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust, and 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 rights, 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) The payment of the sum of \$390,000.00 with interest thereon according to the terms of the Promissory Note of even date herewith made by Trustor, payable to the order of the Beneficiary and all extensions or renewals thereof; (2) The performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) The payment of additional sums and interest thereon 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, covenants and conditions set forth in that fictitious master form deed of trust recorded in the office of the County Recorder of Douglas County, Nevada, on April 7, 1978, in Book 478, Page 412 Official Records, as Document No. 19421, the contents of which are incorporated herewith as if set forth in full, and marked "Exhibit A", and attached hereto, although not recorded herewith, and further adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in said fictitious master form deed of trust which has been recorded pursuant to N.R.S. 111.353 (1977). The terms of said master form deed of trust herein referenced shall incur to and bind the parties hereto by reference thereto, and are incorporated herein as if set forth in full.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

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Beneficiary may charge a reasonable sum for any statement regarding the obligations secured hereby and further charge a reasonable sum for each change in the parties making the payments secured hereby. Any notices under this Deed of Trust shall be mailed to Trustor at the address hereinabove.


This Deed of Trust is subject and subordinate, however, to that certain Deed of Trust in favor of Federal Land Bank of Sacramento encumbering the above described real property, (affects Parcel B) recorded on June 29, 1987 in Book 687, Page 3684, Official Records of Douglas County, Nevada as Document No. 157356.

This Deed of Trust is subject and subordinate, however, to that certain Deed of Trust in favor of Max W. Schlutsmeyer and Frances M. Schlutsmeyer, Trustees under a revocable trust agreement and the amendment thereto, executed by Max W. Schlutsmeyer and Frances M. Schlutsmeyer, Trustors, on December 12, 1980 encumbering the above described real property (affects Parcel A), recorded on August 13, 1992, in Book 892, Page 2030 Official Records of Douglas County, Nevada as Document No. 289456.

In the event that Trustor shall sell, contract to sell or convey the parcel of land encumbered by this Deed of Trust, or any part thereof or any interest therein, the balance of principal and interest that shall then remain unpaid on the obligation secured by this Deed of Trust shall forthwith become due and payable, although the time of maturity as expressed therein shall not have arrived.

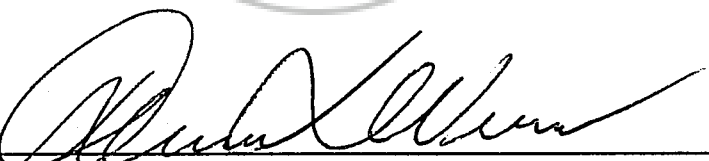
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first hereinabove written.

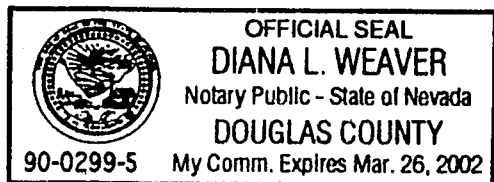
Trustor

  
EVAN L. ALLRED

State of Nevada )  
County of Carson city ) ss.

On this 13 day of June, 2000, personally appeared before me, a Notary Public, EVAN L. ALLRED, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.

  
NOTARY PUBLIC



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DO NOT RECORD

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, and as may be approved by Beneficiary for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, 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 proper.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, prior to delinquency, all taxes and assessments affecting said property, or any and all rights appurtenant to said property, when due, and all encumbrances, charges, liens or otherwise, with interest, on said property or any part thereof, affecting said property, or the rights appurtenant thereto, and all costs, fees and expenses of this trust. Should Trustor fail to make any payment or do any act as required herein which Beneficiary deems necessary to protect his interests, then Beneficiary or Trustee, without obligation of doing so, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof to do any of the foregoing, may make or do the same or perform such acts in such manner and to such extent as either or both of them may deem necessary to protect the security hereof; said powers consisting of, but not being limited to, Beneficiary or Trustee being authorized to enter upon said property, appear in and defend any and all actions or proceedings purporting to affect the security hereof or any interests held by Trustor in said property, pay, purchase, contest or compromise any encumbrance, charge or lien which in their discretion affects the Security of this Deed of Trust; and to employ counsel and pay such cost, expenses, attorney fees or otherwise necessary to perform the foregoing powers.

IT IS MUTUALLY AGREED:

(1) That any award or any payment for damages, injury or loss of use arising from condemnation of said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who is to apply said money received by him in the same manner and with the same affect as if said money had been paid by Trustor pursuant to the terms of the obligation secured hereby.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums secured by the obligation herein.

(3) Trustee shall reconvey, without warranty, this Deed of Trust, at such time as Beneficiary, upon written request, states to Trustee that all sums secured hereby have been paid in full and delivers to Trustee the note or notes secured hereby for cancellation or for such disposition as Trustee shall in its

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discretion see fit, and upon payment of fees due and owing Trustee. The reconveyance may describe the grantee as being such person or persons who are legally entitled to the property without any further indication thereof.

(4) As and for additional security, Trustor hereby grants, bargains, sells, transfers, gives and confers upon Beneficiary or his designated agent, the right, power and authority during the continuance of this trust, to collect the rents, issues, and profits of said property, as the same become due and payable, reserving unto Trustor those rights prior to any default hereunder. Upon occurrence of a default and the payment of any indebtedness secured hereby or in the performance of any agreement secured hereunder, or pursuant to the terms of this trust agreement, Beneficiary may, at any time, without notice, either in person, agent or by receiver, and without regard to the adequacy of any security for the agreement secured hereby, enter upon and take possession of said property, or any part thereof, and sue for, or otherwise collect, the rents, issues and profits inclusive of any past due or unpaid rents, and apply same, less any costs or expenses, including reasonable attorney fees, for the collection of said rentals and the exercise of the rights hereunder, upon any indebtedness secured hereby and in such a manner as Beneficiary may determine at its discretion. The entering upon and taking possession of said property, collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to a notice of default recorded herein.

(5) Beneficiary may, upon the default of Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement secured hereunder, declare all sums secured hereby immediately due and payable, and Trustee may cause to be recorded a written notice of default and election to cause to be sold the property described herein, all in accord with Nevada Revised Statutes, upon receipt by Trustee of demand therefor.

Upon the expiration of such time as is required by law following the recording of a notice of default, and notice of sale having been given as required by law for the sale of real property pursuant to the execution statutes of Nevada, Trustee may without demand upon Trustor, sell said property, or any part thereof, at the time and place as set forth in said notice of sale, and may, at its discretion, sell said property either as a whole or in separate parcels, or 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 the time of said sale. Trustee may postpone the sale of all or any portion of said property by public announcement at the time and place scheduled for said sale, and from time to time thereafter may postpone such sale by public announcements in the same and similar manner as the preceding postponement. In the event that any indebtedness or agreement secured hereby

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

DATED \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed Of Trust, Note and Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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Legal Description

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

PARCEL A

A parcel of land lying in a portion of the South 1/2, Southeast 1/4, Section 16, Township 10 North, Range 22 East, M.D.B. & M., Douglas County, Nevada; further described as follows:

BEGINNING at the Southwest corner of said Section 16;
thence along the South line of said Section 16, South 89°58' East, 2,635.53 feet to the South 1/4 corner of said Section 16;
thence along said section line North 89°45' East, 189.60 feet to the Southwest corner of this parcel and TRUE POINT OF BEGINNING;
thence continuing along said section line North 89°45' East, 1,451.80 feet to the Southeast corner;
thence leaving the section line North 1,155.20 feet to the Southerly right-of-way line of State Highway 3;
thence along the right-of-way line South 66°55' West, 234.55 feet to the Highway Engineer's Station "H" 103+62.97 P.T.;
thence on a curve to the right, through a central angle of 14°32'32" with a radius of 5,075.00 feet, for a length of 1,288.08 feet;
thence leaving said right-of-way line South 719.52 feet to the South line of Section 16 and the POINT OF BEGINNING.

Assessor's Parcel Number: 37-060-14

PARCEL B

Parcels 1 through 41, inclusive, as set forth on that certain map entitled DIVISION OF LAND INTO LARGE PARCELS FOR EVAL L. ALLRED, filed for record in the office of the County Recorder of Douglas County, Nevada, on April 26, 1993, Book 493, Page 4737, Document No. 305536, Official Records.

EXCEPT THEREFROM a parcel of land created by order of the Ninth Judicial District Court pursuant to the judgment of Case 30083, Department 1 and more particularly described as follows:

All that certain lot, piece, parcel or portion of land situate lying and being within the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 10 North, Range 22 East, M.D.B., Douglas County, Nevada and more particularly described as follows:

All that portion of Parcel 40, as shown on that certain map entitled DIVISION OF LAND INTO LARGE PARCELS FOR EVAN L. ALLRED, filed for record in Book 493, at Page 4737, as Document No. 305536, Official Records of Douglas County, Nevada and more particularly described as follows:

COMMENCING at the North 1/4 corner of aforesaid Section 14;
thence along the East line of aforesaid Northeast 1/4 of the Northwest 1/4 of Section 14, South 00°26'30" West, a distance of 323.53 feet to a point on the Southerly right-of-way line of State Route 208, which point is the TRUE POINT OF BEGINNING;
thence continuing along said line South 00°26'30" West, a distance of 807.55 feet;
thence leaving said line North 89°33'30" west, a distance of 700.00 feet;
thence North 00°26'30" East, a distance of 551.24 feet to a point on the aforesaid Southerly right-of-way line of State Route 208;
thence along said line which is a curve to the right whose radius point bears South 21°47'55" East, a distance of 9,927.25 feet, with a central angle of 04°18'10", an arc length of 745.52 feet and whose chord bears North 70°21'10" East a distance of 645.35 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey, recorded April 22, 1994, in Book 494, Page 4260, as Document No. 335783.

Assessor's Parcel Numbers: 37-560-01 through 07
37-570-01 through 06
37-580-01 through 06
37-590-01 through 05
37-600-01 through 06
37-610-01 through 06
37-620-01 through 03, 05 and 06

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EXHIBIT B

COPY

REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JUL 28 AM 11:39

LINDA SLATER  
RECORDER

\$12<sup>00</sup> PAID *Bh* DEPUTY

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