

1420-28-801-007  
~~APN 21-063-01~~

Order No. 000301328

When recorded mail to:  
GILBERT & EUNICE AMADOR  
167 JEANNIE LANE  
GARDNERVILLE, NV 89410

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made August 16, 2000 between WEST  
RIDGE HOMES, INC., a Nevada corporation, herein called "Trustor",  
whose address is 1528 Highway 395, Ste. 215, Gardnerville, NV, 89410,  
STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called  
"Trustee", and GILBERT E. AMADOR and EUNICE E. AMADOR, Trustees of  
the TRUST OF GILBERT E. AMADOR AND EUNICE E. AMADOR, dated November  
6, 1992, herein called "Beneficiary", whose address is 167 Jeannie  
Lane, Gardnerville, NV 89410.

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:

All that portion of the Southeast 1/4 of Section 28,  
Township 14 North, Range 20 East, M.D.B.&M., more  
particularly described as follows:

Beginning at the 1/4 corner common to Sections 28  
and 33 of said Township and Range; thence from the Point  
of Beginning and along the North and South centerline  
of said Section 28, North 0°08' East, a distance of 675.78  
feet; thence North 89°54' East, a distance of 660.00 feet;  
thence South 0°08' West, a distance of 677.12 feet; thence  
North 89°59' West, a distance of 660.00 feet to the Point  
of Beginning.

Excepting the property described in Dedication recorded on  
April 24, 1961, Book 6, Page 133, Document No. 17602,  
Official Records of Douglas County, Nevada.

Assessors Parcel No. 21-063-01

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.

Continued on next page

0498096

BK0800PG3952

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$100,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; 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 in 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, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or 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 may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may 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 affect as herein provided for disposition of proceeds of insurance.

6. 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 of proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

Continued on next page

0498096

BK0800PG3953

7. 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 so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants No. 1, 3, 4 (interest 12%), 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.

12. 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 conveyance hereinabove adopted by reference.

13. 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.

14. 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.

15. In this Deed of Trust, whenever the context so requires, 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 note secured hereby. The term "Trustor" includes the term "Grantor".

16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand.

17. Provided Trustor is not presently in default of the terms of this Deed of Trust or the note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from a lot contained within the

Continued on next page

0498096

BK0800PG3954



encumbered property. The conditions are as follows:

(a) The release shall not violate any subdivision law or parcel map law of Douglas County or the State of Nevada.

(b) All fees and costs incurred in connection with the release shall be paid by Trustor.

(c) The lot to be released shall be selected by Trustor, however, no release shall be made which shall cause the property which remains encumbered to not have reasonable ingress and egress to public roads and reasonable access to public utilities.

(d) For each lot released within the property which is the subject of this Deed of Trust, the sum of \$16,666.67 per lot, or portion thereof, shall be paid to the principal of the Note secured hereby, together with all interest accrued on the Note to date of principal reduction payment.

18. Trustor herein grants Beneficiary the right to request verification of payment status on 1st Deed of Trust to which this loan is subordinate. Any default in the terms of 1st Deed of Trust shall constitute default in this subordinate Deed of Trust.

TRUSTOR:

WEST RIDGE HOMES, INC.,  
A NEVADA CORPORATION

BY: *Peter M. Beekhof, Jr.*  
Peter M. Beekhof, Jr.  
President

STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me this 21 day of August, 2000, by PETER M. BEEKHOF, JR. as PRESIDENT of WEST RIDGE HOMES, INC., a Nevada corporation.

*J. M. Newman*  
Notary Public



The Beneficiary hereby joins in the execution of this Deed of Trust for the purpose of agreeing and consenting to the provision contained in Paragraph 17 herein.

DATED: \_\_\_\_\_, 2000.

*Gilbert E. Amador*, Trustee  
Gilbert E. Amador, Trustee

*Eunice E. Amador*  
Eunice E. Amador, Trustee

STATE OF Nevada )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me this 21 day of August, 2000, by GILBERT E. AMADOR and EUNICE E. AMADOR.

*J. M. Newman*  
Notary Public



0498096  
BK0800PG3955

COPY

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 AUG 22 AM 10:44

LINDA SLATER  
RECORDER

\$ 11<sup>00</sup> PAID KZ DEPUTY

0498096

BK0800PG3956