

WHEN RECORDED MAIL TO:
BROOK & SHAW, LLP
Attorneys at Law
1590 Fourth Street
Minden, Nevada 89423

APN 13-031-050

DEED OF TRUST

THIS DEED OF TRUST entered into this 15th day of September, 2000, by and between MEADOW HIGHLANDS, NV LLC, a Nevada Limited Liability Company, hereinafter called "Trustor", FIRST AMERICAN TITLE COMPANY OF NEVADA, hereinafter called "Trustee" and CLYDE W. PORTER, as to an undivided 1/2 interest, JEANETTE M. WALDREP, as to an undivided 1/8 interest, TERESA D. FOX, as to an undivided 1/8 interest, SUZANNE A. FLOOD, as to an undivided 1/8 interest and DARRELL F. CURT, as to an undivided 1/8 interest, hereinafter together called "Beneficiary."

WITNESSETH

That Trustor hereby grants, bargains, sells, conveys and confirms unto Trustee, in trust with power of sale, all that certain property situate in the County of Douglas, State of Nevada, being Assessors Parcel No. 13-031-050, more particularly described as follows, to wit:

All that certain lot piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.B. & M.

EXCEPTING THEREFROM any portion lying within the boundaries of U.S. Highway 395.

Said lands are set forth on Record of Survey recorded February 26, 1998, in Book 298 of Official Records at Page 4977, Douglas County, Nevada, as Document No. 433544, and Record of Survey recorded April 10, 2000, in Book 0400 of Official Records at Page 1314, Douglas County, Nevada, as Document No. 489613.

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AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in

connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of ONE MILLION, ONE HUNDRED THIRTY-FIVE THOUSAND, TWO HUNDRED FIFTY-SIX DOLLARS AND ZERO CENTS (\$1,135,256.00) AS FOLLOWS:

\$1,135,256.00 evidenced by a Promissory Note of even date herewith with interest, thereon, according to the terms of said Promissory Note, which Promissory Note is specifically referred to, and by said reference is made a part thereof, as if set out in full, executed by Trustor and delivered to Beneficiary, and payable to their order and any and all extensions or renewals thereof; payment of all other sums with interest thereon becoming due and payable under the provision hereto to Trustee or to the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor agrees that it will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

THIRD: If the premises or any part thereof be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Promissory Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Trustee and shall be paid forthwith to the Beneficiary to be applied by them on account in the last maturing installments of such indebtedness.

FOURTH: Trustor will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonable incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustor to perform, comply with and abide by each and every

stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

FIFTH: Trustor hereby assigns to the Trustee all rents, income, maintenance fees and other benefits to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

SIXTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment of any indebtedness secured hereby to any successor interest of the Trustor without discharging the Trustor from liability thereon.

SEVENTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

EIGHTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the Trustor hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders and the term "Trustor" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

NINTH: This Deed of Trust is executed by Trustor and accepted by Trustee with the understanding and upon the express condition that if Trustor should make default in the performance to Trustee of any of the covenants and agreements herein set forth, then, and in that event, the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TENTH: The trust created hereby is irrevocable by the Trustor.

ELEVENTH: The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the following address: William B. Ledbetter, Manager, Post Office Box 128, Stateline, Nevada 89449 and Thomas J. Hall, Esq., Post Office Box 3948, Reno, Nevada 89505.


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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On September 15th, 2000, personally appeared before me, a notary public, KIRK B. LEDBETTER, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



NOTARY PUBLIC

 **CAROL A. COLVIN**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 99-14198-5 - Expires June 8, 2003

COPIES

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 SEP 19 AM 11:35

LINDA SLATER
RECORDER

\$11⁵⁰ PAID Ka DEPUTY

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