

A.P.N. 05-181-23  
 Order No. 2000-31302  
 Escrow No. 2000-31302-KJP  
 When Recorded Mail To:  
 Mr. Charles Kimes, Trustee  
 P.o. Box 945  
 Zephyr Cove, NV 89448

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 COMPANY OF NEVADA

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made April 1, 1997 between

Charles A. Kimes, an unmarried man, TRUSTOR,  
 whose address is P.O. Box 945 Zephyr Cove NV,  
 (Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY, a Nevada corporation, TRUSTEE,  
 whose address is P.O. Box 645, Zephyr Cove, NV 89448 and , BENEFICIARY,

Charles a. Kimes, Trustee of the Kimes Family Trust dated September 17, 1987  
 whose address is P.O. Box 945, Zephyr Cove, NV 89448

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

Lot 23, Block 3, as shown on the Map of Zephyr Heights Subdivision filed in the office of the County Recorder of Douglas County, Nevada on July 5, 1947 as Document No. 5160.

**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.

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 \$650,000.00 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 if Trust.

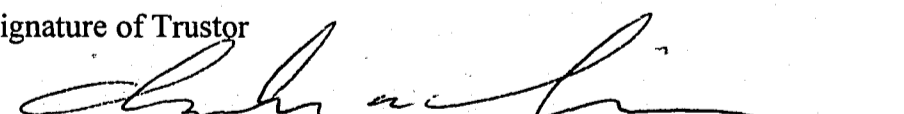
To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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.

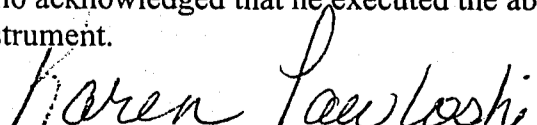
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA )  
 )  
 County of Douglas ) ss.

Signature of Trustor  
  
 Charles A. Kimes

On September 18, 2000  
 personally appeared before me, a Notary Public,  
 Charles A. Kimes

 KAREN PAWLOSKI  
 Notary Public - State of Nevada  
 Appointment Recorded in Douglas County  
 No: 96-2898-5 - Expires May 24, 2004

Who acknowledged that he executed the above Instrument.  
 Notary Public

0499625  
 BK0900PG3155

COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 SEP 19 AM 11:53

LINDA SLATER  
RECORDER

\$ 8.00 PAID LS DEPUTY

0499625

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