

When Recorded Mail To:
C/O Western Title
IC DEPT.

1626 Hwy 395
Minden, NV 89423

This document is being executed in
counter part.

000801417 - 1416
A.P.N. 17-092-14
13-092-06

DEED OF TRUST

THIS DEED OF TRUST entered into this 18th day of September, 2000, by and between SHAWN HALL, an unmarried man, and ROXANNE SCHADE, an unmarried woman, as Joint Tenants, as to an undivided 33.33% interest, CLIFFORD S. SCOTT and PAMELA C. SCOTT, husband and wife, as Joint Tenants, as to an undivided 33.34% interest, and WILLIAM WEBB and CINDY WEBB, husband and wife, as Joint Tenants, as to an undivided 33.33% interest, hereinafter called the "Trustors", as to property, STEWART TITLE COMPANY, INC., a Nevada corporation, hereinafter called the "Trustee", and the following parties, hereinafter called the "Beneficiaries",

1. KEITH D. BENTON, a single man, as to an undivided 7.317% interest; \$30,000.
2. SUSAN DAVIS, a single woman, as to an undivided 7.317% interest; \$30,000.
3. THOMAS EDWARD DOWER and GAYLE DOWER, husband and wife, as Joint Tenants, as to an undivided 14.634% interest; \$60,000.00
4. MARTY E. SALM, a single man, as to an undivided 12.195% interest; \$50,000.
5. H. N. SWANSON and DIEDRE J. SWANSON, husband and wife, as Joint Tenants, as to an undivided 8.537% interest; \$35,000.00
6. WALLACE D. BENTON and CLARA M. BENTON, Trustees of the BENTON FAMILY TRUST dated 10/18/93, as to an undivided 32.927% interest; \$135,000.00
7. SALLY IONE HARPER, Successor Trustee of the MENTON TRUST AGREEMENT dated 9/9/86, as to an undivided 17.073% interest \$70,000.00

W I T N E S S E T H:

That Trustors hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with power of sale, all that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows, to wit:

PROPERTY 1

Assessor's Parcel No. 17-092-14

Lot 23, in Block 8 of the Town of Genoa, according to the Official Plat of said Town, which is on file in the Office of the County Recorder of Douglas County, State of Nevada.

EXCEPTING HOWEVER the West part or portion of said Lot 23, being 68.50 feet of the West end of said lot.

TOGETHER WITH a 10 foot driveway on the South side of Lot 22, adjacent to said Lot 23, in Block 8 for the use of second parties.

The East part or portion of Lot 24, in Block 8 of the Town of Genoa, being 72.00 feet of the East end of said Lot 24, according to the Official Plat of said Town, which is on file in the Office of the County Recorder of Douglas County, State of Nevada.

EXCEPTING THEREFROM all that portion of land described in the Quitclaim Deed to the State of Nevada, recorded December 11, 1986, in Book 1286, Page 1211, as File No. 146502, Official Records, Douglas County, Nevada.

PROPERTY 2

Assessor's Parcel No. 13-092-06

The Northeast 1/4 of the Southwest 1/4 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 6, Township 14 North, Range 20 East, M.D.B.&M.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustors now have 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 FOUR HUNDRED TEN THOUSAND and no/100's DOLLARS (\$410,000.00) as follows:

\$410,000.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustors and delivered to Beneficiaries, and payable to their order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiaries to the Trustors

when evidenced by a Promissory Note or notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiaries and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustors promise and agree 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: The following covenants, Nos. 1; 3; 4 (10%); 5; 6; 7 (10%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Deed of Trust.

THIRD: The Trustors will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiaries may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiaries. The Policies and renewals thereof shall be held by the Beneficiaries and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiaries. In the event of loss, the Trustors will give immediate notice by mail to the Beneficiaries, who may make proof of loss if not made promptly by Trustors. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Trustors and the Beneficiaries jointly. The insurance proceeds, or any part thereof, may be applied by the Trustors at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustors in and to any insurance policies then in force shall pass to the purchaser or grantee.

FOURTH: Trustors agree that they 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.

FIFTH: 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 Note secured hereby remaining unpaid, are hereby assigned by the Trustors to the Beneficiaries and shall be paid forthwith to the Beneficiaries to be applied by them on account of the last maturing installments of such indebtedness.

SIXTH: Trustors will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiaries because of the failure on the part of the Trustors 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.

SEVENTH: Trustors hereby assign to the Trustee all rents, income, maintenance fees and other benefits to which Trustors 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 Trustors 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 Trustors to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: 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 Beneficiaries may, without notice to or consent of Trustors, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustors without discharging the Trustors from liability thereon.

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

TENTH: 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 Beneficiaries 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 "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustors and accepted by Beneficiaries with the understanding and upon the express condition that if Trustors should make default in the performance to Beneficiaries 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.

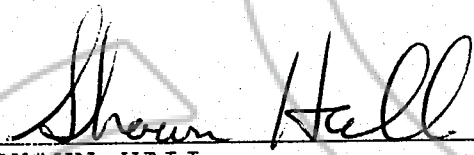
TWELFTH: The trust created hereby is irrevocable by the Trustors.

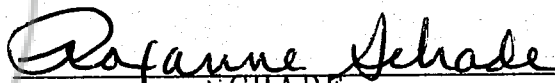
THIRTEENTH: The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the following address: Dave Benton
P.O. 934, S. Lake Tahoe, CA 96156

FOURTEENTH: In the event the herein described real property, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Trustors, or by operation of law, or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the Beneficiaries thereof, and without demand or notice, shall immediately become due and payable.

FIFTEENTH: The parties hereto acknowledge that Property 2 may be divided into two parcels. In the event this occurs, the Beneficiaries agree to release one (1) of said divided parcels for \$15,000.00. The remaining divided parcel shall only be released upon Trustor's making a principal reduction in the amount of FIFTEEN THOUSAND and no/100's DOLLARS (\$15,000.00) on the Promissory Note secured by this Deed of Trust. In the event Property 2 is not divided, it shall only be released upon payment of the THIRTY THOUSAND and no/100's DOLLARS (\$30,000.0) principal reduction. The remaining lot shall not be released prior to the September 19 2001. (1 year)

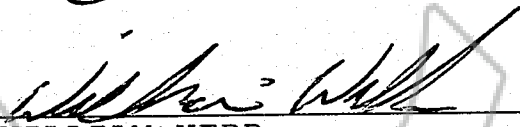
IN WITNESS WHEREOF, the Trustors have caused this Deed of Trust to be executed the day and year first above written.

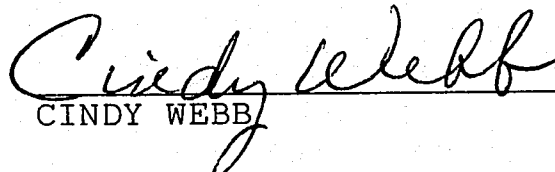

SHAWN HALL


ROXANNE SCHADE


CLIFFORD S. SCOTT


PAMELA C. SCOTT


WILLIAM WEBB


CINDY WEBB

Signature lines continued on the next page.

The undersigned holders join in the execution hereof to evidence their consent to the terms of this Promissory Note.

KEITH B. BENTON

SUSAN DAVIS

Thomas E Dower

THOMAS EDWARD DOWER

Gayle Dower

GAYLE DOWER

MARTY E. SALMON

H. N. SWANSON

DIEDRE J. SWANSON

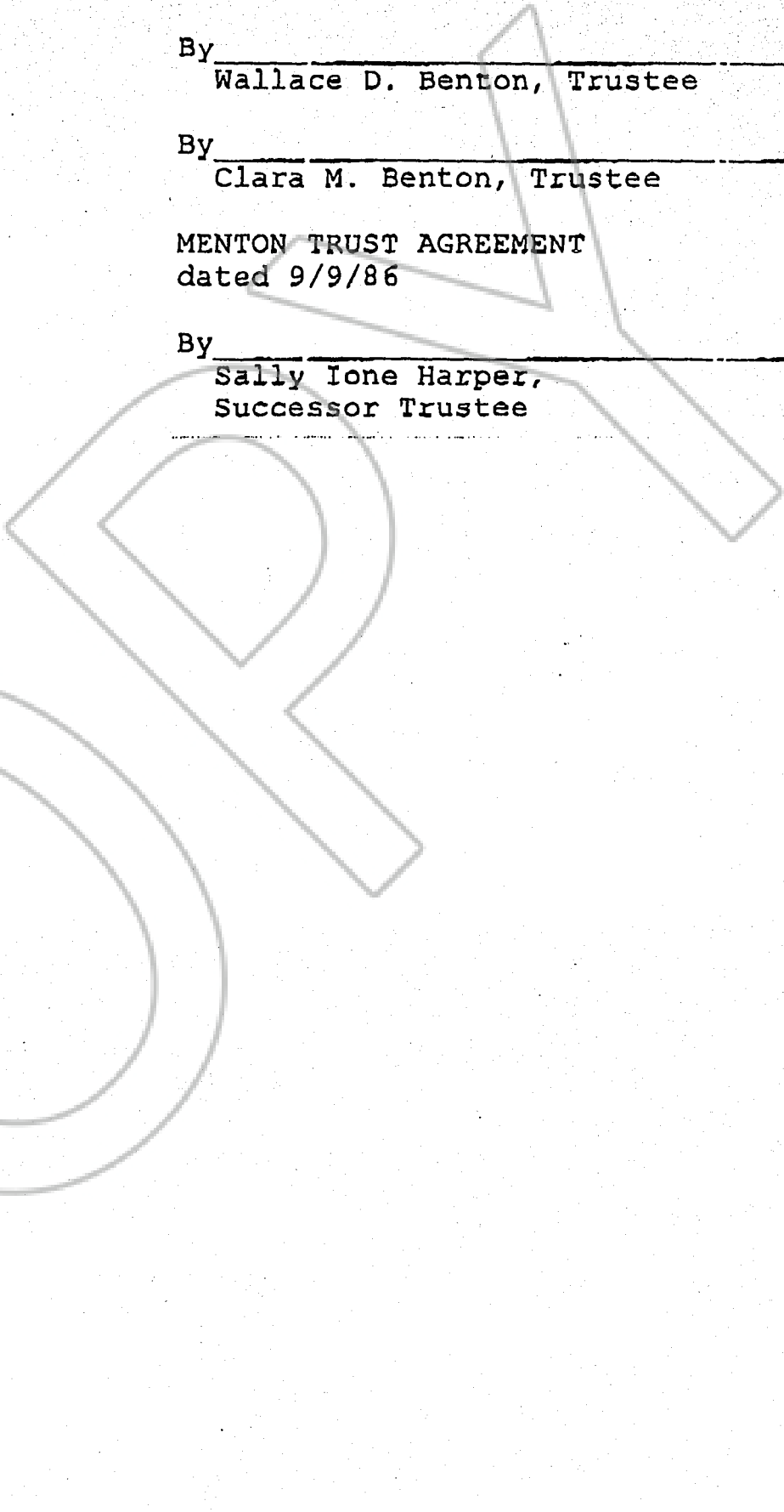
BENTON FAMILY TRUST
dated 10/18/93

By _____
Wallace D. Benton, Trustee

By _____
Clara M. Benton, Trustee

MENTON TRUST AGREEMENT
dated 9/9/86

By _____
Sally Ione Harper,
Successor Trustee



The undersigned holders join in the execution hereof to evidence their consent to the terms of this Promissory Note.

KEITH B. BENTON

SUSAN DAVIS

THOMAS EDWARD DOWER

GAYLE DOWER

MARTY E. SALMON

M. Swanson

H. N. SWANSON

Diedre J. Swanson

DIEDRE J. SWANSON

BENTON FAMILY TRUST
dated 10/18/93

By Wallace D. Benton, Trustee

By Clara M. Benton, Trustee

MENTON TRUST AGREEMENT
dated 9/9/86

By Sally Ione Harper,
Successor Trustee

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The undersigned holders join in the execution hereof to evidence their consent to the terms of this Promissory Note.

[Signature]
KEITH D. BENTON

[Signature]
SUSAN DAVIS

see attached
THOMAS EDWARD DOWER

[Signature]
MARTY E. SALMON ^{MS} SALM

H. N. SWANSON
see attached
DIEDRE J. SWANSON

BENTON FAMILY TRUST
dated 10/18/93
By [Signature] TRUSTEE
Wallace D. Benton, Trustee

By [Signature]
Clara M. Benton, Trustee

MENTON TRUST AGREEMENT
dated 9/9/86
By see attached
Sally Ione Harper,
Successor Trustee

The undersigned holders join in the execution hereof to evidence their consent to the terms of this Promissory Note.

KEITH B. BENTON

SUSAN DAVIS

THOMAS EDWARD DOWER

GAYLE DOWER

MARTY E. SALM

H. N. SWANSON

DIEDRE J. SWANSON

BENTON FAMILY TRUST
dated 10/18/93

By _____
Wallace D. Benton, Trustee

By _____
Clara M. Benton, Trustee

BENTON TRUST AGREEMENT
dated 9/9/86

By Sally Ione Harper
Sally Ione Harper,
Successor Trustee

WITNESS:

BY: Frank Lococo
Frank Lococo

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STATE OF Oregon)
COUNTY OF Josephine) : ss.

Sept 18th, 2000, This instrument was acknowledged before me this
wife. by THOMAS EDWARD DOWER and GAYLE DOWER, husband and

Kelsie K Bergquist
Notary Public



STATE OF _____)
COUNTY OF _____) : ss.

_____ , 2000, This instrument was acknowledged before me this
by MARTY E. SALMON, a single man.

Notary Public

STATE OF _____)
COUNTY OF _____) : ss.

_____ , 2000, This instrument was acknowledged before me this
wife. by H. N. SWANSON and DIEDRE J. SWANSON, husband and

Notary Public

STATE OF Nevada)
COUNTY OF Douglas) : ss.

9-18 This instrument was acknowledged before me this
2000, by SHAWN HALL, an unmarried man.

Mary H. Kelsh
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) : ss.

9-18 This instrument was acknowledged before me this
2000, by ROXANNE SCHADE, an unmarried woman.

Mary H. Kelsh
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) : ss.

9-19 This instrument was acknowledged before me this
2000, by CLIFFORD S. SCOTT and PAMELA C. SCOTT, husband
and wife.

Mary H. Kelsh
Notary Public



STATE OF Nevada
COUNTY OF Douglas ss.

This instrument was acknowledged before me this 9-18, 2000, by WILLIAM WEBB and CINDY WEBB, husband and wife.

Mary H. Kelsh
Notary Public



STATE OF NEVADA)
: ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this September 15, 2000, by KEITH D. BENTON, a single man.

Susan E. Davis
Notary Public
My Commission Expires September 19, 2002



STATE OF Nevada
COUNTY OF Douglas ss.

This instrument was acknowledged before me this 9-15-00, 2000, by SUSAN DAVIS, a single woman.

Mary H. Kelsh
Notary Public



STATE OF Nevada
COUNTY OF Douglas : ss.

9-15 This instrument was acknowledged before me this
2000, by WALLACE D. BENTON and CLARA M. BENTON, Trustees
of the BENTON FAMILY TRUST dated 10/18/93.



Mary H. Kelsh
Notary Public

STATE OF Nevada)
COUNTY OF _____) : ss.

This instrument was acknowledged before me this
2000, by SALLY LONE HARPER, Successor Trustee of the
BENTON TRUST AGREEMENT dated 9/9/86.

[Signature]
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) : ss.

On this 15th day of September, 2000, personally appeared before me, the undersigned,
a Notary Public in and for said County and State Frank Zocco
known (or proved) to me to be the same person whose name is subscribed to the attached instrument as a witness to the signatures of
Sally Lone Harper, Successor Trustee

and upon oath did depose that _____ he _____ was present and saw her affix her signature _____ to the attached
instrument and that there upon _____ he _____ acknowledged that S he _____ executed the same freely and voluntarily and for the
uses and purposes therein mentioned, and that as such witness thereupon subscribed his name to said instrument as a witness thereto.

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



COPY

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

2000 SEP 19 PM 12:41

LINDA SLATER
RECORDER

\$22⁰⁰ PAID KD DEPUTY

0499634

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