

RECORDING REQUESTED BY:
STEWART TITLE COMPANY
WHEN RECORDED MAIL TO:

ESCROW NO. 000702377
A.P.N. # 17-083-160

Mr. and Mrs. William Wickland
P. O. Box 283
Tahoe Vista, Ca. 96148

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 15th day of December, 2000, between,
MICHAEL C. HASTIE and DOROTHY A. HASTIE, husband and wife

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation,
herein called "Trustee", and **WILLIAM D. WICKLAND and TORI WICKLAND, husband and wife as joint tenants**

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in _____ County, State of Nevada, more particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

See Exhibit "Ø" attached hereto for additional terms and provisions.
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TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, 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.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of \$ **25,000.00** and the 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; and (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 of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; 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 property 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

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authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of 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 any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to 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 Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, 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 or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. 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 Agreement secured hereby for endorsement, and without affecting the personal liability of any person for performance of the Agreement 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.

8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement 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".

9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

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(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a resonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

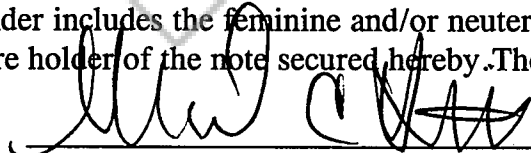
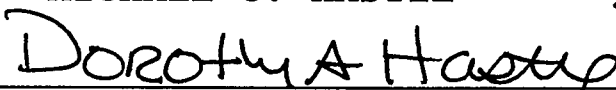
12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

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.

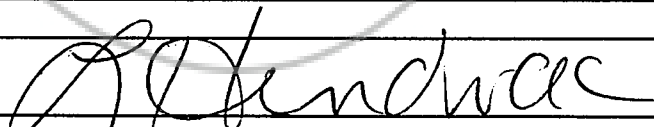
15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

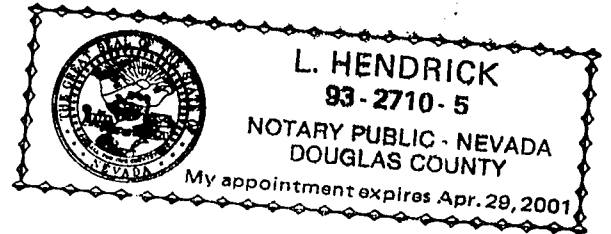
Executed this 19th day of Dec., 2000


MICHAEL C. HASTIE

DOROTHY A. HASTIE

STATE OF Nevada }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on 12-19-00, by, MICHAEL C. HASTIE and DOROTHY A. HASTIE

Signature 
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 000702377

A Parcel of land located in the SE 1/4 NE 1/4 of Section 9, Township 13 North, Range 19 East, M.D. & M., Genoa Townsite, Douglas County, Nevada, more particularly described as follows:

Commencing at the Northeast corner of Section 9, Township 13 North, Range 19 East, M.D. & M., proceeds South $7^{\circ}58'30''$ West, 2,003.60 feet to a point on the Westerly right-of-way line of Main Street; thence North $69^{\circ}03'56''$ West, 226.54 feet to the TRUE POINT OF BEGINNING, which is the Northeast corner of the parcel; thence South $69^{\circ}03'56''$ West, 253.25 feet to the Northwest corner of the parcel; thence South $18^{\circ}31'38''$ West, 174.50 feet, along the Easterly right-of-way line of Genoa Street, to a point which is the Southwest corner of the parcel; thence South $69^{\circ}02'24''$ East, 249.81 feet to the Southeast corner of the parcel; thence North $19^{\circ}39'26''$ East, 174.50 feet to the True Point of Beginning.

Reference is made to Lot D of the Record of Survey Map for Lot Line Adjustment of CRYSTAL TERRY FORD PROPERTY, filed for record on June 8, 1983 as Document No. 81346.

ASSESSOR'S PARCEL NO. 17-083-16

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Any payment, including the final payment, made more than ten (10) days after its due date shall be accompanied by a late charge in the amount of 10% of the payment then due.

If all or any portion of the property which secures this note is conveyed by maker by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, not caused by the demise of maker, which will effect, in law or equity, a divestiture of maker's interest or title in said property, then and in that event this note shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

Notwithstanding the rate of interest provided for above, in the event it shall become necessary for holders to declare a default pursuant to the terms of this note, or the Deed of Trust which secures this note, interest shall commence to accrue at the rate of 19% per annum from the date of the recordation of the Notice of Default and Election To Sell until the date of payment of all sums owing pursuant to the provisions of the Notice of Default and Election To Sell. If, subsequent to the recordation of the Notice of Default and Election To Sell, all sums owing are paid, interest shall commence to run on the then unpaid balance of principal, on the date of such payment, at the applicable rate set forth above; however, upon each subsequent default the provisions of this paragraph shall apply.

Maker reserves the right to prepay all or any portion of the indebtedness evidenced by this note at any time, without penalty. Any sums prepaid shall first be applied to accrued interest on the principal balance then unpaid.

If default be made in the provisions hereof, or be made in any of the covenants contained in the Deed of Trust securing this note or be made in the payment of any installment as provided in any other note secured by said Deed of Trust; or in the event any maker executes a general assignment for the benefit of creditors, or a bankruptcy proceeding is commenced by or against any maker; or in the event a receiver is appointed for any maker or the property of any maker, then, upon the happening of any one of such events, the entire sum of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable, at the option of the holders, without notice or demand.

The holders shall not by any act of omission or commission be deemed to waive any rights or remedies hereunder unless such waiver be in a writing signed by the holders, and then only to the extent set forth therein.

Each maker agrees to pay all costs and expenses incurred in enforcing collection of any portion of this note by suit or otherwise, including a reasonable attorney's fee, if an attorney is used in such collection. If suit is instituted for collection, the Court shall adjudge the attorney's fee allowed.

This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers. Such liability shall continue in the event any extension of time for repayment is given.

This note is secured by a Deed of Trust of even date herewith.

COPY

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

2000 DEC 20 PM 3: 20

LINDA SLATER
RECORDER

\$12⁰⁰ PAID KJ DEPUTY

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