

A.P.N. 0000-05-031-060  
 Order No.  
 Escrow No. 2000-36912-KJP  
 When Recorded Mail To:  
 First American Title Company  
 P.O. Box 645  
 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 August 19, 1995

between

Conrad J. Gaiser and Audrey L. Gaiser, husband and wife

, TRUSTOR,

whose address is P.O. Box 534  
 (Number and Street)

Zephyr Cove  
 (City)

NV  
 (State)

FIRST AMERICAN TITLE COMPANY, a Nevada corporation,

TRUSTEE,

whose address is  
 Don E. Green and Laurel A. Gaiser, husband and wife

and , BENEFICIARY,

whose address is

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 16, as shown on the map of SKYLAND SUBDIVISION NO. 1, filed in the Office of the County Recorder of Douglas County, State of Nevada on February 27, 1958 in Book 1, Page 181, Document No. 12967.

Together with the right of access to the waters of Lake Tahoe and for beach and recreational purposes over lots 32 and 33 as shown on the filed map referred to herein as reserved in the Deed from Stockton Garden Homes, Inc., a California Corporation, to Skyland Water Co., a Nevada Corporation, recorded February 5, 1960 in Book 1 of Official Records at Page 268, Douglas County, Nevada.

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.

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 \$5,000.00 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

Conrad J. Gaiser  
 Conrad J. Gaiser

Audrey L. Gaiser  
 Audrey L. Gaiser

On 12-28-00  
 personally appeared before me, a Notary Public,

Conrad J. Gaiser

Audrey L. Gaiser

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.

Karen Pawloski Notary Public

0505957

BK 1200PG6196

COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2000 DEC 29 PM 12: 00

LINDA SLATER  
RECORDER

\$ 8.00 PAID ko DEPUTY

0505957

BK 1200PG6197