

APN: 1420-32-001 -- 001  
WHEN RECORDED, PLEASE MAIL TO:

FIRST AMERICAN TITLE COMPANY  
ESCROW NO. 2001-42690-CR

Annemarie Rehberger, et al  
P.O. Box 3651  
Incline Village, NV 89450

**DEED OF TRUST**  
**AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST is made on this \_\_\_\_ day of April, 2001, by and between TRUSTOR: BRIAN L. TRUTE and M. KATHY TRUTE, husband and wife, RAYMOND F. TRUTE and BETTY L. TRUTE, husband and wife, together as joint tenants; and TRUSTEE: FIRST AMERICAN TITLE COMPANY OF NEVADA; and BENEFICIARY: ANNEMARIE REHBERGER, as Trustee of the REHBERGER FAMILY TRUST dated June 17, 1992, of Post Office Box 3651, Incline Village, Nevada 89450.

W I T N E S S E T H:

Trustor hereby irrevocably grants, bargains, sells, conveys and confirms unto Trustee, in trust with power of sale, all that certain property (hereafter "the property") located in the County of Douglas, State of Nevada, more particularly described as follows:

See Exhibit "A", attached hereto and made a part hereof by reference.

Assessors Parcel Number: 1420-32-001

AND, ALSO, all of the estate, interest, homestead or other claim, in law and in equity, which Trustor now has or may hereafter acquire in and to the property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all fixtures now or hereafter attached to or used in connection with the property, together with all and singular the tenements, hereditaments and 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 said Trustee and its successors and assigns for the purpose of securing:

Payment of an indebtedness in the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) 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 such reference is made a part hereof as if set out in full, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; and also the payment of such additional sums with interest thereon as may hereafter be loaned or advanced by the

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

FURTHER WITNESSETH:

FIRST: Trustor promises to properly keep the property in first class condition, order and repair, and to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the property; to comply with all laws affecting the 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 the property in violation of any law, covenant, condition or restriction affecting the property; and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

SECOND: COVENANTS NUMBER 1, 3, 4 (interest at the legal rate), 5, 6, 7 (all counsel fees reasonably incurred), 8 and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted by reference and made part of this Deed of Trust.

THIRD: Trustor agrees that he will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions and the covenants of the Nevada Revised Statutes herein adopted by reference.

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

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 notes secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by him on account of the last maturing installments of such indebtedness.

SIXTH: Trustor will pay all reasonable costs, charges and expenses reasonably incurred or paid at any time by or on behalf of Beneficiary because of the failure on the part of 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; and further, Trustor agrees to pay interest on each such payment at the legal rate of interest from the time of payment until paid. Should any arbitration or litigation be commenced concerning this Deed of Trust, the prevailing party in such action shall be entitled to reasonable attorneys fees and costs.

SEVENTH: Trustor hereby assigns to Trustee any and all rents of the Property accruing after default and, hereby authorizes Trustee (or a Receiver appointed upon application of Trustee or Beneficiary), without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the property at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the property for the account of Trustor. At any Trustee's sale held hereunder, Trustee shall sell the property as a single unit unless otherwise specifically directed herein, and at such sale Trustee is hereby authorized to bid for Beneficiary or any other absent person.

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.

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 contained herein shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors, and assigns of Trustor, Trustee and Beneficiary. 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 Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance to Beneficiary 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 may not otherwise be due according to the terms of the Promissory Note secured hereby, at the option of the Beneficiary. Further, in the event of such default, the relationship of Landlord and Tenant shall exist between the Beneficiary and Trustor and their successors in interest. If possession of the property is not voluntarily surrendered to the Beneficiary, Trustor and his successors in interest thereafter may be removed from the property by any proceeding authorized by law, including an unlawful detainer action.

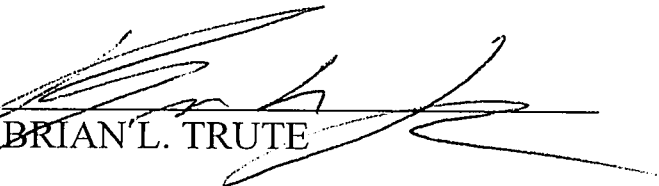
TWELFTH: Trustor agrees that if he should contract to sell, or actually sell, convey, or alienate the property, or any part thereof or any interest therein, or if he shall be divested of his

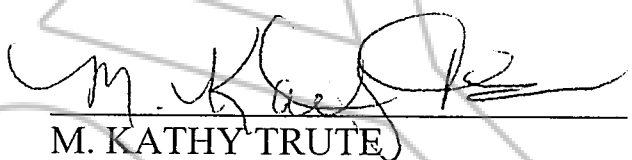
title or any interest therein in any manner or way, whether voluntary or involuntary, all obligations secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the Beneficiary, and without demand or notice, shall immediately become due and payable.

REQUEST FOR NOTICE OF DEFAULT AND NOTICE OF SALE: Trustor requests that a copy of notice of default and of any notice of sale hereunder be mailed to him at the address set forth beneath his signature, which address is hereby declared to be part of this Deed of Trust.

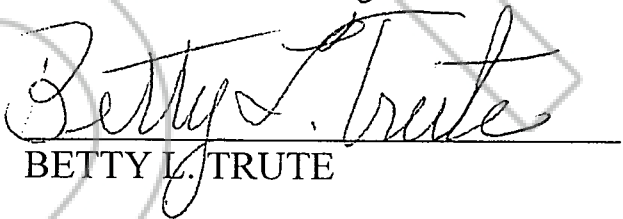
IN WITNESS WHEREOF, Trustor executes this instrument the day and year first above written.

TRUSTOR:

  
BRIAN L. TRUTE


  
M. KATHY TRUTE

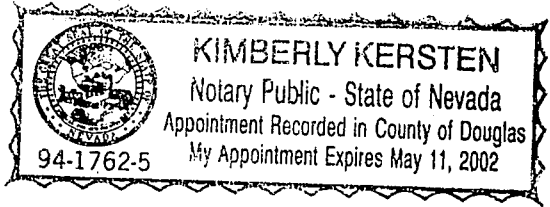
  
RAYMOND F. TRUTE

  
BETTY L. TRUTE

STATE OF NEVADA )  
                  *Douglas* ) ss.  
COUNTY OF WASHOE )

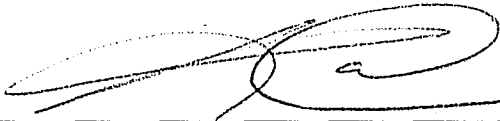
On this 4<sup>th</sup> day of April, 2001, personally appeared before me, a notary public (or judge or other authorized person, as the case may be), Brian L. Trute, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC (seal)



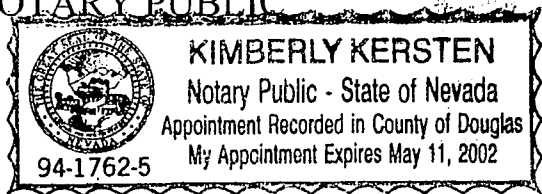
STATE OF NEVADA )  
                                *Douglas* ) ss.  
COUNTY OF WASHOE )

On this 4<sup>th</sup> day of April, 2001,  
personally appeared before me, a notary  
public (or judge or other authorized person,  
as the case may be), M. Kathy Trute,  
personally known (or proved) to me to be the  
person whose name is subscribed to the above  
instrument who acknowledged that she  
executed the above instrument.



(seal)

NOTARY PUBLIC



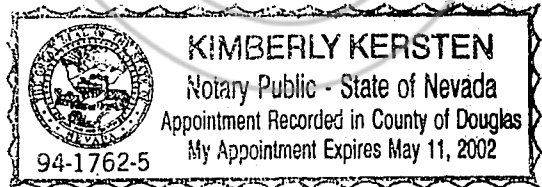
STATE OF NEVADA )  
                                *Douglas* ) ss.  
COUNTY OF ~~WASHOE~~ )

On this 4<sup>th</sup> day of April, 2001,  
personally appeared before me, a notary  
public (or judge or other authorized  
person, as the case may be), Raymond F.  
Trute, personally known (or proved)  
to me to be the person whose name is  
subscribed to the above instrument who  
acknowledged that he executed the above  
instrument.



(seal)

NOTARY PUBLIC



STATE OF NEVADA

*Douglas*


)

) ss.

COUNTY OF ~~WASHOE~~

)

On this 4th day of April, 2001,  
personally appeared before me, a notary  
public (or judge or other authorized  
person, as the case may be), Betty L.  
Trute, personally known (or proved)  
to me to be the person whose name is  
subscribed to the above instrument who  
acknowledged that he executed the above  
instrument.



(seal)

NOTARY PUBLIC



COOPER

## DESCRIPTION

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

All that certain lot, piece or parcel of land situated in the Northwest ¼ of Section 32, Township 14 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, further described as follows:

Parcel 25A, as set forth on the Parcel Map for Frank Petrasich, filed for record in the Office of the County Recorder, Douglas County, Nevada on June 24, 1991 in Book 691, Page 3494, as Document No. 253524.

Excepting therefrom all minerals, oil, gas and other hydrocarbons now or at any time hereafter situate therein and thereunder and which may be produced therefrom together with the free and unlimited right to mine, drill, bore, operate and remove said minerals from beneath the surface of said land at any level below the surface, as shown in Deed to Stock Petroleum Co., recorded March 13, 1980 in Book 380, Page 1315, as Document No. 42677

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

2001 APR -5 PM 3: 42

LINDA SLATER  
RECORDER

\$ 13<sup>00</sup> PAID KZ DEPUTY

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