

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

ESCROW NO. **010700976**  
A.P.N. # ~~1320-34-021 & 022~~  
**1320-34-001-021+022**

**DR. AND MRS. GARY DETER**  
**15921 TORO HILLS AVE.**  
**SALINAS, CA. 93908**

## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this **8th** day of **June, 2001**, between,  
**LSPI EXCHANGE CORP., a Nevada corporation**

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation,  
herein called "Trustee", and **GARY A. DETER, TRUSTEE and JEAN P. DETER, TRUSTEE**  
of the **1997 DETER REVOCABLE TRUST UNDER DECLARATION OF TRUST DATED**  
**OCTOBER 3, 1997**

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 **DOUGLAS** 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.

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 \$ **1,021,511.29** 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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# EXHIBIT "A"

## LEGAL DESCRIPTION

ESCROW NO.: 010700976

All those certain lots, pieces or parcels of land situate in and being a portion of the Northeast 1/4 of Section 34, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

### PARCEL 1:

PARCEL NO. 3, as shown on the CLARK PARCEL MAP, recorded January 21, 1982, in Book 182 of Official Records, at Page 1358, Douglas County, Nevada, as Document No. 64238. Said land being a portion of Parcel 3-G, as set forth on that certain Land Division Map of Lot 3 of John B. Anderson No. 1 L.P.M., (Parcel 2) for G.P. Trucking, filed in the office of the County Recorder of Douglas County, Nevada, on March 25, 1981, as Document NO. 54709.

Together with a non-exclusive easement for access and utilities over and across all those certain parcels of land designated as access and utility easement as set forth on that certain Land Division Map of Lot 3 of John B. Anderson No. 1 L.D.B. (Parcel 2) for G.P. Trucking, as filed in the Office of the County Recorder of Douglas County, Nevada, on March 25, 1981, as Document No. 54709.

Together with a private access easement as set forth upon that certain Clark Parcel Map referred to above.

EXCEPT THEREFROM all those certain non-exclusive easements traversing the thereinabove described parcel of land.

Also the following parcel of land as described, and made a part of the property herein in Deed from Wagner & Assoc., Inc., a Nevada Corporation to Bruce A. Clark, et ux recorded February 16, 1984 in Book 284 of Official Records at Page 6377, Douglas County, Nevada as Document No. 97014, more particularly described as follows:

A parcel of land situated in the Northeast 1/4 of Section 34, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the Northeast corner of parcel 3, as shown on the CLARK PARCEL MAP, recorded in Book 182, Page 1358 as Document No. 64238, said point being marked with a 5/8" rebar and cap stamped "R.L.S. 2280";

THENCE, along the Westerly line of Parcel 5-A, as shown on the parcel map for Wagner & Associates, said map having been filed in Book 983, Page 1789 as Document No. 87326, North 28°39'44" East, 56.98 feet to a point; thence, leaving said Westerly line, North 90°00'00" East, 97.92 feet to a point; thence, South 00°00'00" East, 182.47 feet to a point;

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ESCROW NO.: 010700976

THENCE, South 21°08'39" West, 73.18 feet to a point on the Easterly line of Parcel 3, as shown on the above mentioned Clark Parcel Map;

THENCE, along said Easterly line, the following three courses; North 27°23'01" West 92.05 feet; North 43°56'36" West 76.20 feet; North 03°14'41" West 64.23 feet to the TRUE POINT OF BEGINNING.

And further together with the following parcel of land as described and made a part of the property herein in Deed from Philip V. Carter, et ux to Bruce A. Clark, et ux recorded February 16, 1984 in Book 284 of Official Records at Page 6380, Douglas County, Nevada as Document No. 97015, more particularly described as follows:

A Parcel of land situated in the Northeast 1/4 of Section 34, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 3, as shown on the Clark Parcel Map, recorded in Book 182, Page 1358, as Document No. 64238, said point being marked with a 5/8" rebar and cap stamped "R.L.S. 2280";

THENCE, along the North line of said Parcel 3, North 90°00'00" West 98.67 feet to a point; thence, leaving said North line, North 32°39'39" East 59.39 feet to a point;

THENCE, North 90°00'00" East 93.95 feet to a point on the Westerly boundary of the Wagner property as shown on a parcel map filed in Book 983, Page 1789, as Document No. 87236;

THENCE, along said Westerly line, South 28°39'44" West 56.98 feet to the POINT OF BEGINNING. APN 1320-34-001-022

PARCEL 2:

PARCEL 5-A4 as set forth on Parcel Map for Murrell and Jean Williams, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 25, 1984, Book 984, on Page 2693, as Document No. 107314.

APN: 1320-34-001-021

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

2001 JUN 11 AM 10:13

LINDA SLATER  
RECORDER

\$ 11.00 PAID *KD* DEPUTY

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