

A.P.N. # 1320-26-002-15 & 16
ESCROW NO. 010800090

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

WHITE RABBIT ASSOCIATES
P.O. BOX 94317
LAS VEGAS, NV 89193-4317

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 14th day of August, 2001, between,
J. AND W. DEVELOPMENT COMPANY, A NEVADA LLC

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation,
herein called "Trustee", and **WHITE RABBIT ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP**

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.
See Exhibit "B" attached for additional terms

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 \$ **550,000.00** 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

CONTINUED ON NEXT PAGE

0527377

BK 1101 PG 2884

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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BK 1101 PG 2885

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL 1:

A parcel of land located within the Southeast one-quarter of Section 26, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

Beginning at the southeast corner of said Section 26 also being the Southeast corner of Parcel 9 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada as Book 1280, Page 1510, Document No. 51917;

Thence N. $89^{\circ}59'30''$ W., 1332.06 feet to the commonly accepted East one-sixteenth corner of Sections 26 and 35; thence N. $00^{\circ}15'09''$ E., 1355.96 feet to the Southeast one-sixteenth corner of Section 26; thence S. $88^{\circ}56'47''$ E., 1317.61 feet to the South one-sixteenth corner of Section 25 and 26; thence S $00^{\circ}22'28''$ E., 1331.94 feet to the POINT OF BEGINNING.

Said parcel of land being set forth as Parcel No. 9 of the above mentioned record of survey.

APN 1320-26-002-015

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 17, 1985, AS FILE NO. 125360, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

Parcel 2:

A portion of the Southwest one-quarter of the Southeast one-quarter of Section 26, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

Parcel No. 10 as shown on Record of Survey Map for Nevis Industries, Inc., filed for record in Book 1280, Page 1510, Document No. 51917 of the Official Records of Douglas County, State of Nevada.

Continued on next page

Excepting therefrom a portion of the Southwest one-quarter of the Southeast one-quarter of Section 26, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the Southeast corner of Parcel 4 of the Parcel Map for C.J.W. Incorporated, as filed in Book 585, Page 220, Document No. 116815, of the Douglas County Recorder's Office, said corner being on the present centerline of East Valley Road and bears N. $89^{\circ}02'16''$ W., 2,664.13 feet from the Southeast corner of said Section 26;

Thence, N. $00^{\circ}54'38''$ E., along the East line of said Parcel Map, 786.32 feet; thence along the proposed realignment centerline of East Valley Road, 470.47 feet along the arc of a curve to the left having a central angle of $13^{\circ}28'40''$ and a radius of 2,000.00 feet (chord bears S. $19^{\circ}18'22''$ E., 469.38 feet); thence S. $12^{\circ}34'02''$ E., along said proposed centerline, 329.37 feet; thence N. $89^{\circ}02'10''$ W., 131.85 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey to support lot line adjustments along East Valley Road and for the realignment of East Valley Road filed for record with the Douglas County Recorder on May 18, 1988 in Book 588, Page 2532 as Document No. 178318.

APN 1320-26-002-016

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 8, 1988, AS FILE NO. 173952, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

EXCEPTING THEREFROM all minerals, oils, gas and other hydrocarbons as Deeded to STOCK PETROLEUM CO., INC. in document recorded March 13, 1980 in Book 380, Page 1315 as Document No. 42677, Official Records of Douglas County, Nevada.

EXHIBIT "B"

ESCROW NO.: 010800090

IT IS HEREBY EXPRESSLY AGREED THAT A PARTIAL RECONVEYANCE FROM THE LIEN OR CHARGE HEREOF MAY BE HAD AND WILL BE GIVEN OF ANY ONE OR MORE OF THE LOTS HEREIN BEFORE DESCRIBED AT ANY TIME, AND FROM TIME TO TIME, PRIOR TO THE MATURITY OF THE NOTE SECURED HEREBY, UPON PAYMENT OF AN AMOUNT OF \$40,000.00 (TO APPLY ON THE PRINCIPAL OF SAID NOTE) BASED ON THE RATE OF 8% PERCENT FOR EACH LOT TO BE SO RECONVEYED PROVIDED THE TRUSTOR BE NOT IN DEFAULT UNDER THE TERMS OF THIS DEED OF TRUST OR SAID NOTE AT THE TIME SUCH PARTIAL RECONVEYANCE IS DEMANDED.

PROVIDED TRUSTOR IS NOT THEN IN DEFAULT HEREUNDER OR WITH RESPECT TO THE PAYMENTS DUE ON THE PROMISSORY NOTE SECURED HEREBY, A PARTIAL RECONVEYANCE MAY BE HAD AND WILL BE GIVEN FROM THE LIEN OR CHARGE HEREOF OF ANY.

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

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LINDA SLATER
RECORDER

\$19⁰⁰ PAID *K2* DEPUTY

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BK 1101 PG 2889