

When recorded mail to:
Josephine Casebolt etal
C/o John Wittrig
1657 Hwy 395 #102
Minden, NV 89423

No.: 011508527

73502170
APN:1219-04-002-012

141.05
RPTT: \$162.75

TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made December 20, 2001 between Marquis Title & Escrow, Inc., a Nevada corporation, as the duly appointed Trustee or substituted Trustee under the hereinafter mentioned Deed of Trust (herein called TRUSTEE), and Josephine Frances Casebolt, Trustee of The Casebolt Revocable Trust Dated June 30, 1994 as to an undivided 28.6% interest and Santa Rosa Enterprises, Inc., a Nevada corporation as to an undivided 9.6% interest and Kenneth L. Green, an unmarried man as to an undivided 23.8% interest and Arnold J. Jessick, an unmarried man as to an undivided 19% interest and Troy D. Griggs and Martha A. Griggs, husband and wife as joint tenants as to an undivided 19% interest (herein called GRANTEE)

WITNESSETH:

WHEREAS, by Deed of Trust dated November 20, 2000, and recorded November 22, 2000, in Book 1100, at Page 4261, as Document No. 503735 and re-recorded July 30, 2001, in Book 0701, at Page 7778, as Document No. 519499, of Official Records of Douglas County, State of Nevada, Howard W. Herz and Gregg L. Herz, husband and wife did grant and convey the property herein described to the above mentioned trustee upon the Trusts therein expressed, to secure, among other obligations, payment of that certain promissory note and interest, according to the terms thereof; other sums of money advanced, and interest thereon; and

WHEREAS, breach and default occurred under the terms of said Deed of Trust in the particulars set forth in the Notice of Default and Election to Sell, to which reference is hereinafter made; and

WHEREAS, on August 1, 2001 the Owner of said note executed and delivered to Trustee written Declaration of Default and Demand for Sale, and pursuant thereto a Notice of Default and Election to cause Trustee to sell said property to satisfy the obligation secured by said Deed of Trust was recorded August 20, 2001, in Book 0801 at Page 5035, as Document No. 520953, of Official Records of Douglas County, State of Nevada; and

WHEREAS, in consequence of said Declaration of Default, Election, Demand for Sale and in compliance with the terms of said Deed of Trust, Trustee executed its Notice of Trustee's Sale stating that said Trustee, by virtue of the authority in it vested, would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property particularly therein and hereinafter described, said property being in the County of Douglas, State of Nevada, and fixing the time and place of sale as December 19, 2001, at 11:00 o'clock A.M. at the office of the Trustee located at 401 Ryland Street, Reno, Nevada, and caused a copy of said Notice to be posted for twenty days successively in three public places in the City or Township of Eastfork where said property is located, and in three public places in the City of Reno, where said property was to be sold; and said Trustee caused a copy of said Notice to be published once a week for three successive weeks before the date of sale in the Reno Gazette Journal and the Record Courier, newspapers of general circulation printed and published in the County in which said real property is situated, the first date of such publication being November 28, 2001;

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Said sale was postponed to December 20, 2001 by oral postponement; and,

WHEREAS, copies of said recorded Notice of Default and said Notice of Sale were mailed to all those who were intitled thereto in accordance with Section 107.090 of Nevada Revised Statutes; and

WHEREAS, all applicable statutory provisions of the State of Nevada and all of the provisions of said Deed of Trustee have been complied with as to acts to be performed and notices to be given; and

WHEREAS, at the time and place fixed as aforesaid, Trustee did sell at public auction, the property hereinafter described, to Grantee, the highest bidder, for the sum of \$108,187.77 paid in lawful money of the United States of America by the satisfaction of the indebtedness then secured by the said Deed of Trust, pro tanto.

NOW THEREFORE, Trustee, in consideration of the premises recited and by virtue of the authority vested in it by said Deed of Trust, does, by these presents, GRANT AND CONVEY, unto Grantee, but without any covenant, or warranty, expressed or implied, all that certain property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

All that certain lot, piece or portion of land situate, lying and being within the North ½ of the Southeast ¼ of Section 4, Township 12 North, Range 19 East, Mount Diablo Meridian, Douglas county, Nevada and more particularly described as follows:

Parcel X, as set forth on Parcel Map #PD 99-11 of BLACK DIAMOND ESTATES filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 19, 2000, in Book 0600, Page 3731, as Document No. 494286.

PARCEL 2:

An easement for roadway and access purposes, as shown on the aforesaid Record of Survey Map and more particularly described as follows:

Commencing at the East ¼ corner of aforesaid Section 4, as shown on Record of Survey Map recorded January 9, 1990, Book 190, Page 1630, as document No. 217903; thence South 89°49'29" West, a distance of 644.60 feet to the Westerly right-of-way line of State Highway 207 (Kingsbury Grade); thence along said Westerly line South 44°27'00" East a distance of 644.70 feet to the Northwest corner of that parcel described in Deed filed for record in Book 884, Page 1904, as Document No. 105319, Official Records of Douglas county, Nevada, at which point is the TRUE POINT OF BEGINNING; thence South 10°56'20" West, a distance of 204.79 feet; thence South 89°59'01" West a distance of 398.67 feet; thence North 00°14'51" East, a distance of 50.00 feet; thence North 89°59'01" East, a distance of 357.19 feet; thence North 10°56'20" East, a distance of 198.05 feet; thence South 44°28'00" East, a distance of 60.75 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

An easement for access, roadway purposes whether public or private over and across that certain piece of land more particularly described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Northeast ¼ of the Southeast ¼ of Section 4, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

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COMMENCING at the East ¼ corner of aforesaid Section 4; thence along the true North line of the Southeast ¼ of said Section 4, South 89°52'42" West 767.42 feet; thence South 00°27'24" West 233.78 feet; thence South 00°11'00" East 160.46 feet; thence North 89°59'01" East, 189.44 feet; thence South 00°14'51" West 217.74 feet; thence South 00°14'51" West 50 feet to the TRUE POINT OF BEGINNING; thence along the Southerly of a 50 feet wide easement recorded as Document No. 217903 North 89°59'01" East 348.67 feet; thence North 10°56'20" East 204.79 feet to a point on the Southwesterly right-of-way line of Kingsbury Grade; thence along said right-of-way line South 44°27'00" East 30.38 feet; thence leaving said right-of-way line South 10°56'20" West, 208.16 feet; thence South 89°59'01" West 369.26 feet; thence North 00°05'56" West 25.00 feet to the TRUE POINT OF BEGINNING.

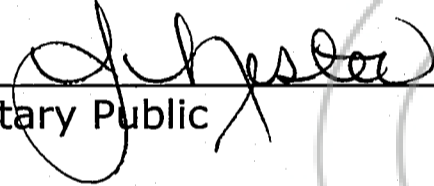
IN WITNESS WHEREOF, said Trustee, has this day caused its corporated name and seal to be hereunto affixed by its Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors.

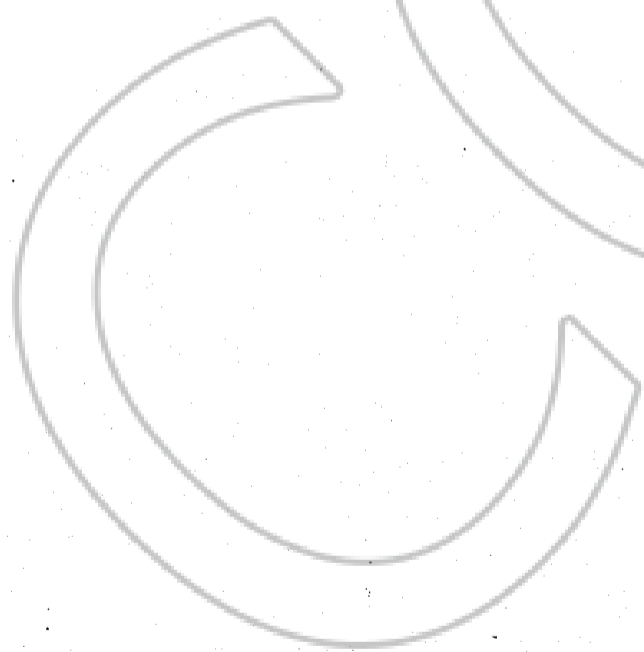
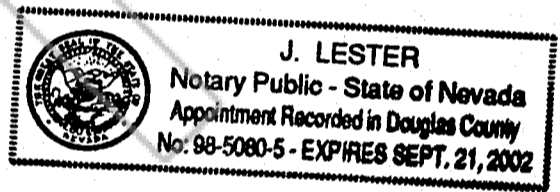
Marquis Title & Escrow, Inc.



By: Vicky D. Morrison, President

State of Nevada)
 Douglas) ss
County of Washoe)

This instrument was acknowledged before me on 12-24-01
by Vicky D. Morrison


Notary Public



REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
2001 DEC 24 PM 12:46
LINDA SLATER
RECORDER
\$16⁰⁰ PAID  DEPUTY

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