

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

APN 1022-12-002-005

ORDER NO.: 2001-51927-GB

THIS DEED OF TRUST, made this 5th day of February, 2002, 46, between

LAZY S LODGE, a California Limited Partnership, herein called TRUSTOR,

whose address is 4255 HWY 208 Wellington NV 89444 (number and street) (city) (state) (zip) and

First American Title Company of Nevada, a Nevada Corporation, herein called TRUSTEE, and

ANTHONY T. SURYAN, JR. and MARCIA J. SURYAN, husband and wife as Community Property with right of survivorship, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as:

SEE ATTACHED LEGAL DESCRIPTION AND BY THIS REFERENCE IS MADE A PART HEREOF

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR OR IF TRUSTOR ENTERS INTO A CONTRACT TO SELL OR TRANSFER ANY INTEREST THEREIN, WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

This Deed of Trust is Junior and subordinate to that certain Deed of Trust recorded November 23, 1999 in Book 1199, Page 4213, Document No. 481372, Official Records of Douglas County, Nevada.

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 the sum of \$ 226,955.61 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 of 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. listing various counties and their associated deed information.

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 hereinbefore set forth.

STATE OF NEVADA SS

COUNTY OF Carson City

ON February 5, 2002

personally appeared before me, a Notary Public,

Elizabeth White

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that s he executed the instrument.

LAZY S LODGE

By: Elizabeth White

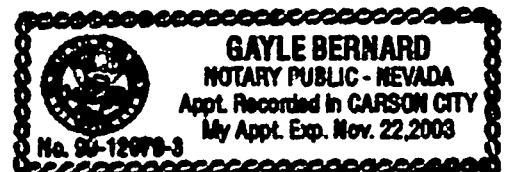
Notary Public signature: Gayle Bernard

WHEN RECORDED MAIL TO:

WESTERN TITLE COMPANY - I.C. Dept.

1626 HWY 395 Minden, NV. 89423

WAYNE S. CHIMARUSTI, ESQ. 300 West Second Street Carson City, NV 89703 (702) 885-9066



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## DESCRIPTION

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

A parcel of land lying wholly within the Southwest Quarter of Section 12, Township 10 North, Range 22 East, M.D.B.&M., more particularly described as follows:

BEGINNING at a point in the Southerly line of State of Highway Route #3, as described in deed to State of Nevada recorded February 16, 1961 in Book 5 of Official Records of Douglas County, Nevada at Page 209 from which point the Southwest corner of Section 12, Township bears South  $77^{\circ}36'17''$  West 1,312.67 (shown of record as South  $77^{\circ}02'40''$  East) and South  $00^{\circ}29'20''$  East 323.43 feet; thence from the point of beginning along the Southerly line of said highway North  $77^{\circ}36'17''$  East 361.90 feet; thence leaving said right of way South  $01^{\circ}17'40''$  East 648.68 feet to the South line of said Section 12; thence Westerly along said Section line South  $88^{\circ}48'20''$  West 355.01 feet; thence leaving said Section line North  $01^{\circ}11'40''$  West 578.38 feet to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain document recorded November 23, 1999, in Book 1199, Page 4210, as Instrument No. 481370.

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COPY

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

2002 FEB -5 PM 3:42

LINDA SLATER  
RECORDER

\$15<sup>00</sup> PAID *[Signature]* DEPUTY

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