

A.P.N. # 05-090-160
ESCROW NO. 010202927

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

MR. AND MRS. KURTZMAN
PO. BOX 14296
SOUTH LAKE TAHOE, CA 96151

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this **12th** day of **April, 2002**, between,
DOUGLAS P. NELSON, AN UNMARRIED MAN

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation,
herein called "Trustee", and **DAVID S. KURTZMAN AND KAREN M. KURTZMAN, TRUSTEES**
OF THE KURTZMAN FAMILY TRUST DATED MAY 17, 1995

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 \$ **23,000.00** 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

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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 effect 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.: 010202927

Triangular lot in Block F of ZEPHYR COVE PROPERTY in Section 10, Township 13 North, Range 18 East, M.D.B.&M., as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, Township 13 North, Range 18 East" which was filed for record August 4, 1929 with Josephine L. Kotz, County Recorder, Douglas County, Nevada, after being approved by the Board of County commissioners of Douglas County, Nevada, on the same day; said Triangular lot in Block F bounded on two sides by the Old Lincoln Highway and Lakeview Boulevard, and on the West by a line running practically North and South, which is a continuation of the line forming the East Boundary of Lot 9 in the same Block, the line running from Lakeview Boulevard, to the old road called Lincoln Highway, as shown on Map.

EXCEPTING THEREFROM being that certain lot or parcel of land lying in a portion of Block "F" as shown on the Amended Map of ZEPHYR COVE PROPERTIES SUBDIVISION at Lake Tahoe, and which Map is made of record at the Courthouse in Minden, Douglas County, Nevada, said parcel being more particularly described by Metes and Bounds as follows, to wit:

Beginning at a Point at The Northwest Corner of the parcel and on the Southwesterly right of way line of Lakeview Boulevard, said point being further described as bearing South $50^{\circ}06'$ East, a distance of 190.70 feet and South $46^{\circ}25'$ East, a distance of 113.40 feet from the Northeast Corner of Lot 14, Block "F" of said Zephyr Cove Properties Subdivision; thence from the point of Beginning South $46^{\circ}25'$ East along the Southwesterly side of Lakeview Boulevard. A distance of 43.80 feet to a point; thence South $68^{\circ}44'$ East along the Southerly side of said Blvd. A distance of 150.00 feet to a point at the intersection of said Lakeview Boulevard. With the North side of the Old Lincoln Highway; thence North $88^{\circ}27'$ West, along the North side of said Lincoln Highway a distance of 87.40 feet to a point; thence North $81^{\circ}08'$ West along the North side of said Lincoln Highway a distance of 88.60 feet to a point at the Southwest Corner of the parcel; thence North $2^{\circ}51'$ East along the West side of the parcel a distance of 69.40 feet to the POINT OF BEGINNING.

Assessors Parcel No. 05-090-160

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 28, 1999, AS FILE NO. 0473307, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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EXHIBIT "B"

ESCROW NO.: 010202927

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OF ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

COPY

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 APR 15 PM 3: 27

LINDA SLATER
RECORDER

\$18⁰⁰ PAID *kg* DEPUTY

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