

19-
APN: 01-213-040

1418-10-511-004

WHEN RECORDED MAIL TO:

✓ Marianne Bowling
c/o Kara Hayes, Esq.
P.O. Box 1506
Minden, NV 89423

SECOND DEED OF TRUST

This Second Deed of Trust, made and entered into effective as of the 13 day of August, 2002, by and between MICHAEL RHOADES EDMUNDS, a single man as Trustor, and STEWART TITLE of Stateline, Nevada as Trustee, and MARIANNE EDMUNDS, a single woman, as beneficiary. (It is distinctly understood that the words "Trustor", "Trustee" and "Beneficiary" and the words "his", "her" or "it(s)" referring to the Trustor, Trustee or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situated in Glenbrook, Nevada, as previously recorded in Book 381, Page 117, Douglas County, Nevada to-wit:

See Exhibit "A" hereto

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, at law as well as in equity, which the Trustor now has or

0550213
BK0802PG07473

may hereafter acquire, or in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable; excepting only the following:

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in her own name or otherwise, and collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

0550213

BK0802PG07474

As security for the payment of TWO HUNDRED NINETY ONE THOUSAND FIVE HUNDRED EIGHTY EIGHT and 01/100's DOLLARS (\$291,588.01), together with simple interest at the rate of seven percent (7%) per annum, as specified and paid according to its terms and the terms of a promissory note entered into by Trustor and Beneficiary, in lawful money of the United States of America, and with Trustee expenses and counsel fees according to the terms of the promissory note or notes for said sums executed and delivered by the Trustor to the Beneficiary; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said

0550213

BK0802PG07475

premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (not less than \$1.2 million amount of insurance), 3, 4, 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by her and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustors, who agrees to pay such taxes or assessments although the same may be assessed

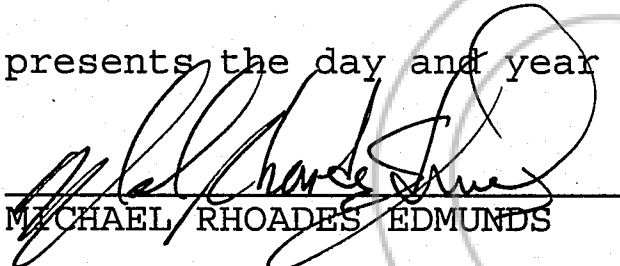
against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, heirs, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security (promissory note) for which this Deed of Trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor addressed to MICHAEL RHOADES EDMUNDS, P.O. Box 521 Glenbrook, NV 89413 and such notice shall be binding upon the Trustor, his Assignee(s) and/or Grantee(s) from the Trustor.

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.


MICHAEL RHOADES EDMUNDS

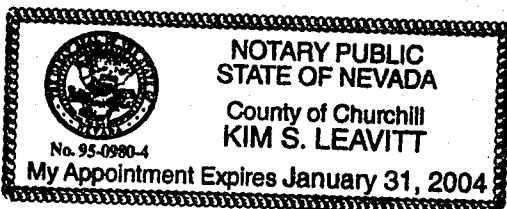
ADDRESS OF TRUSTOR:
P.O. Box 521
Glenbrook, NV 89513


A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF CARSON)

On August 13, 2002, before me, the undersigned, a Notary Public in and for said City and State, personally appeared MICHAEL RHOADES EDMUNDS known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC **0550213**

BK0802PG07477

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 020200128

Lot 6, in Block C, of GLENBROOK UNIT 3, (3-A) as shown on the map Glenbrook Unit No. 3, filed in the office of the County Recorder of Douglas County, Nevada on June 13, 1980 as Instrument No. 45299, in Book 680 of Maps, at page 1269, and Certificate of Amendment recorded March 3, 1981, in Book 381 of Official Records at page 117, Douglas County, Nevada.

Assessors Parcel No. 01-213-040

COPY

REQUESTED BY
Karam Hayes
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 AUG 22 PM 2:27

LINDA SLATER
RECORDER

\$ 19⁰⁰ PAID *K2* DEPUTY

0550213

BK 0802 PG 07478