

**RECODING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

020507548

Gregory J. Ricci
622 N. Water Street, Suite 500
Milwaukee, WI 53202

**AGREEMENT NOT TO ENCUMBER REAL ESTATE
BY DAVID S. SMALL AND BETSY H. SMALL TO
AND FOR THE BENEFIT OF THE
STANTON H. FAMILY TRUST**

COPY

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AGREEMENT NOT TO ENCUMBER REAL ESTATE

by

DAVID S. SMALL AND BETSY H. SMALL

**to and for the benefit of
THE STANTON H. SMALL FAMILY TRUST**

This Agreement made as of September 19, 2002 by and between David S. Small and Betsy H. Small (hereinafter referred to by name and collectively as the "Debtors") and the Stanton H. Small Family Trust (the "Trust").

RECITALS:

WHEREAS, the Trust has loaned (the "Trust Loan") the sum of One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500.00) pursuant to a Promissory Note and a Deed of Trust of an even date herewith from the Debtors to the Trust (the "Trust Security Documents") the terms of which are incorporated herein by reference; and

WHEREAS, the Debtors have represented to the Trust that in consideration of the Trust Loan that the Debtors will not further encumber, in any way, the real estate currently owned by the Debtors commonly known as 1689 Hyde Street, Minden, Nevada and as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Lender Loan and the Trust Loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Debtors agree not to create, assume or suffer to exist any mortgage, pledge, encumbrance, lien, security interest or other charges of any kind upon the Property except for those encumbrances set forth on Exhibit B attached hereto and incorporated herein by reference.
2. Debtors agree that from the date hereof they shall not grant a negative pledge agreement or any other instrument similar to this Agreement to any other entity other than Associated Bank, N.A or the Trust with respect to the Property.
3. Debtors agree that its failure to comply with the terms hereof shall constitute an Event of Default under the Trust Loan and the Trust Security Documents.

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4. **DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST IT IN RESPECT OF THE TRUST SECURITY DOCUMENTS.**


5. This Agreement shall inure to and be binding upon the parties hereto and there respective heirs, successors and assigns.

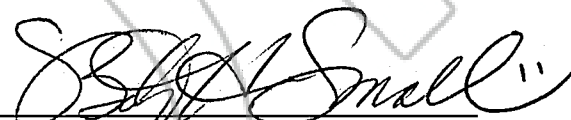
6. This Agreement shall be null and void, otherwise to remain in full force and effect, upon the repayment in full of all sums and indebtedness owing under the Trust Loan and satisfaction of all other obligations, agreements and provisions in the Trust Security Documents and all other documents evidencing, securing or otherwise relating to the Trust Loan.

7. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

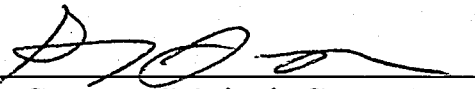
DEBTOR:

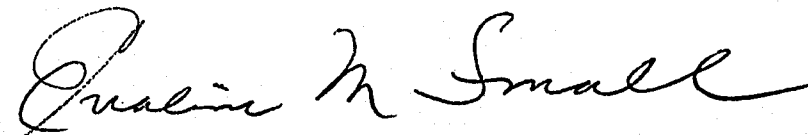

David S. Small


Betsy H. Small

TRUST:

STANTON H. SMALL FAMILY TRUST

By: 
Gregory J. Ricci, Co-Trustee

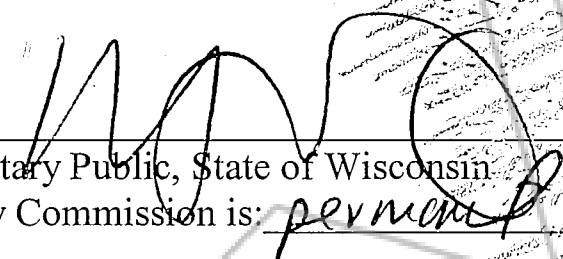
By: 
Evaline M. Small, Co-Trustee

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STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

This instrument was acknowledged before me on September 19, 2002 by David S. Small, Betsy H. Small, Gregory J. Ricci and Evaline M. Small.



Notary Public, State of Wisconsin
My Commission is: permanent

SEAL

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LEGAL DESCRIPTION

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

Description of Parcel 4A, reflecting a boundary line adjustment, being a portion of the N.W. 1/4 of Section 2, T.13N., R.20E., M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

Commencing at the center of Section 2; thence N 00 degrees 19 minutes 12 seconds E, 621.74 feet; thence N 89 degrees 54 minutes 13 seconds W, 332.08 feet to the True Point of Beginning; thence N 89 degrees 54 minutes 13 seconds W, 328.86 feet; thence S 89 degrees 56 minutes 56 seconds W, 63.61 feet; thence N 00 degrees 08 minutes 05 seconds E 220.52 feet; thence N 75 degrees 51 minutes 46 seconds E, 110.00 feet; thence N 81 degrees 24 minutes 21 seconds E, 247.90 feet; thence N 00 degrees 02 minutes 00 seconds W, 336.00 feet to a point on the Southerly right of way line of Hyde Street; thence along the Southerly right of way line of Hyde Street n 89 degrees 59 minutes 48 seconds E, 40.00 feet; thence leaving said right of way line S 00 degrees 02 minutes 00 seconds E, 620.93 feet to the true point of beginning.

Basis of bearings: The basis of bearings is the East line of Parcels 1 and 2 per Parcel Map recorded as Document No. 23192, Douglas County, Nevada (S 00 degrees 19 minutes 12 seconds W).

Reference is made to Record of Survey supporting a boundary line adjustment for G.A. and Ella Nelson Trust, Henry R. Butler, Trustee, filed for record with the Douglas County Recorder on April 26, 2000 in Book 0400, Page 4957 as Document No. 490614.

ASSESSOR'S PARCEL NO. 1320-02-001-074

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 27, 2000, BOOK 400, PAGE 5396, AS FILE NO. 490806, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

EXHIBIT A

EXHIBIT B

1. Taxes for the fiscal year July 1, 2002 to June 30, 2003, including any secured personal property taxes and any special or district assessments collected therewith, and any other assessments levied by City or County authorities, a lien now due and payable,
Total amount : \$1881.01
1st installment : \$470.25, Due August 19, 2002
2nd installment : \$470.25, Due October 7, 2002
3rd installment : \$470.25, Due January 6, 2003
4th installment : \$470.26, Due March 3, 2003
Assessor Parcel No. : 1320-02-001-074

2. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
Granted to : CONTINENTAL TELEPHONE COMPANY OF CALIFORNIA
Purpose : Public utilities
Recorded : March 19, 1973
: in Book 373, Page 504,
: Official Records of Douglas County, Nevada.

3. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and other matters as provided for or delineated on the following maps.
 - 1) Parcel Map, in Book 478, at page 1254, as Document No. 19852, Official Records.
 - 2) Record of Survey Map, in Book 579, at page 134, as Document No. 32081, Official Records.
 - 3) Record of Survey Map, in Book 697, at page 5121, as Document No. 415891, Official Records.
 - 4) Parcel Map, in Book 1197, at page 5385, as Document No. 427235, Official Records.

4. Covenants, Conditions and Restrictions contained in a Declaration of Restrictions,
Recorded : April 25, 1978
: in Book 478, Page 1641, as Document No. 19962,
: Official Records of Douglas County, Nevada.

Said Covenants, Conditions and Restrictions have been modified by an instrument,
Recorded : March 1, 1994
: in Book 394, Page 0059, as Document No. 331256,
: Official Records of Douglas County, Nevada.

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5. Covenants, Conditions and Restrictions contained in Grant, Bargain and Sale Deed

Recorded : November 26, 1997
: in Book 1197, Pages 5386, 5389, 5393 & 5396
: as Document Nos. 427236, 427237, 427238 & 427239
: Official Records of Douglas County, Nevada

6. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey map as Document No. 490614 referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

7. Deed of Trust dated September 19, 2002 in favor of Associated Bank, N.A. to secure Debtors' Promissory Note to Associated Bank, N.A. dated September 19, 2002 in the original principal amount of \$100,000.00

8. Deed of Trust dated September 19, 2002 in favor of the Trust to secure Debtors' Promissory Note to the Trust dated September 19, 2002 in the original principal amount of \$115,500.00.

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

2002 SEP 24 AM 10:59

LINDA SLATER
RECORDER

\$ *20.00* PAID *Bl* DEPUTY

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