

When Recorded, Return to:

Western Title Company, Inc.

301 W. Washington Street  
Carson City, NV 89701

APN: 1220-10-110-007

# 24572 KHI / 87900

**DEED OF TRUST**

THIS DEED OF TRUST, made this 19<sup>th</sup> day of FEBRUARY, 2003 between SIERRA NEVADA SW ENTERPRISES, Ltd., a Nevada limited liability company, herein called "Trustor", whose address is 101 Evans Avenue, Dayton, Nevada, WESTERN TITLE COMPANY, INC., of 301 W. Washington Street, Carson City, NV 89701 herein called "Trustee" and VIRGINIA JACOBSEN, an unmarried woman, whose address is P.O. Box 76, Gardnerville, Nevada 89410, herein "Beneficiary."

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of Nevada, County of Douglas, more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated herein by reference.**

**A.P.N. 1220-10-110-007**

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, 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

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apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing: (1) payment of the balance of the sum of \$1,100,000.00, with interest thereon according to the terms of that certain Promissory Note, dated September 26, 2000, executed by Sierra Nevada SW Enterprises, Ltd., 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 their 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 interest of this Deed of Trust, Trustor agrees:

1. 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 requiring any alterations or improvements to be 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 law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in

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a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.

4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such

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action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same affect 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 hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

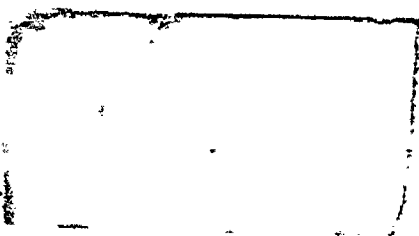
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting

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any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention 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," and Trustee is authorized to retain this Deed of Trust and note.

10. (a) Should default be made by Trustor 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 notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and

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profits of said property, reserving unto Trustor the right, following the expiration of time to cure any default after the recording of the notice of default and election to sell in the office of the appropriate county recorder as provided in NRS 107.080, to collect and retain such rents, issues and profits as they become due and payable. Upon such period, 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 his own name, sue for or otherwise 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 action done pursuant to such notice.

(c) After three months shall have elapsed following recordation of any 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 object of these Trustees, having first given notice of such

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sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(d) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(e) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(f) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the

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rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires,

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the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

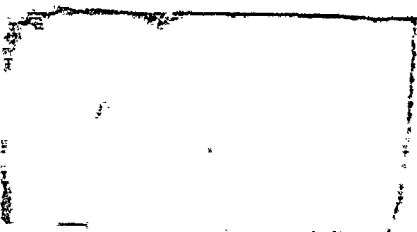
17. The Trustee is authorized to release real property from the encumbrance of the deed of trust and execute all necessary documents without further instruction of beneficiary upon the request of Buyer from time to time provided payment is made to Trustee for the benefit of Beneficiary in the amount of \$217,750.00 for each acre of land to be released, and also provided that the property will be released in such a manner as to provide reasonable access to the land remaining subject to the deed of trust.

18. Trustee is authorized to release all of the real property from the encumbrance of the deed of trust and execute all necessary documents upon the request of Buyer and without further instruction of beneficiary upon the request of Buyer provided Buyer substitutes

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collateral that Buyer, to the best of its knowledge, warrants is free from hazardous substances and which is located in the State of Nevada having a value established by a written SRI appraisal to be at least 10% greater than the amount remaining due under the promissory note secured by deed of trust, provided that all fees incurred in the transaction by Seller are reimbursed by Buyer.

19. Beneficiary further authorizes Trustee, Western Title Company, without further written instructions to execute all applications, forms, or documents to facilitate land use planning by Trustor including, but not limited to, all applications for zone change, master plan amendment, construction easements, public right of way or utility easements, land use or water rights transfers, or any other land use documents.

20. Beneficiary authorizes Trustor to demolish and/or remove any and all buildings or improvements located on the subject real property (except as specifically provided during the term of the leasehold provided to Seller) and without further authorization or the payment of any additional consideration.

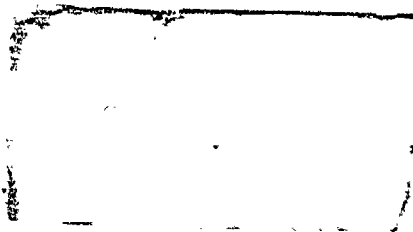
21. Where not inconsistent with the above, the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of

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the premises with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR")

**BEDFORD INVESTMENTS, LLC,**  
a Nevada limited liability company


By: CORPORATE MANAGEMENT SERVICES,  
INC., a Nevada corporation,  
Manager

By:   
JAMES S. BRADSHAW, President

STATE OF NEVADA        )  
                                  :  
COUNTY OF CLARSON CITY )

The above instrument was subscribed before me this 19 day of FEBRUARY, 2003, by James S. Bradshaw as President of Corporate Management Services, Inc.

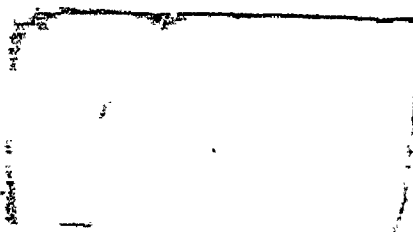
  
\_\_\_\_\_  
NOTARY PUBLIC

 K. HOWELL  
Notary Public - State of Nevada  
Appointment Recorded in Carson City  
No: 98-0430-3 - Expires December 29, 2005

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**EXHIBIT "A"**

All that real property situate in the County of Douglas , State of Nevada, described as follows:

Block A, Lot 1 remainder as shown on the Record of Survey for Jewel Commercial Park, recorded June 22, 1998, in the office of Recorder, Douglas County, Nevada as Document No. 442536, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1 Remainder, a point on the Easterly right-of-way of U.S. Highway 395, THE POINT OF BEGINNING; thence North 68°24'34" East, 348.51 feet; thence South 31°46'03" East, 97.38 feet; thence South 04°29'54" West, 189.00 feet; thence South 62°50'16" East, 139.15 feet; thence South 31°58'39" West, 205.64 feet to a point on said Easterly right-of-way; thence along said Easterly right-of-way, North 44°45'21" West, 454.02 feet; thence continuing along said Easterly right-of-way, along the arc of a curve to the right having a radius of 1958.32 feet, central angle of 02°21'51" and arc length of 80.80 feet to THE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain GRANT DEED, recorded in the office of the County Recorder of Douglas County, Nevada on September 26, 2000, in Book 0900, Page 4450, as Document No. 0500094, of Official Records.

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 FEB 25 PM 12: 07

WERNER CHRISTEN  
RECORDER

\$25<sup>00</sup> PAID *KD* DEPUTY

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