

87875-SLG

WHEN RECORDED MAIL TO:

Western Title Company, Inc.
Attention: IC Department
1626 Hwy. 395
Minden, NV 89423

APN: 1420-28-411-005

ALL INCLUSIVE DEED OF TRUST

THIS ALL INCLUSIVE DEED OF TRUST, made this 11 day of March, 2003, between MICHAEL P. SCOTT and LISA M. SCOTT, husband and wife _____, herein called "Trustor", whose address is 1230 Melborn, Minden, NV 89423, WESTERN TITLE COMPANY, INC., 1626 Hwy 395, Minden, NV 89423, herein called "Trustee" and JEFFREY NICOLETTA, an unmarried man whose address is P. O. Box 17206, So. Lake Tahoe, CA 96151 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:

Lot 45 as shown on the Official Map of COCHRAN ESTATES UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on May 14, 1973, in Book 573, Page 577, Document No. 66230.

APN: 1420-28-411-005

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

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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 \$182,000.00 with interest thereon according to the terms of that certain Promissory Note, of even date herewith, executed 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 their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

This Deed of Trust is ALL-INCLUSIVE as to any senior deeds of trust of record and the holders hereof agree to be responsible for the payment of all installments of interest, principal or other sums secured by said senior deeds of trust, providing and as long as payments secured by this deed of trust are made when due by the trustors herein or their successors in interest, and in the event of default under this obligation, the trustors, or their successors in interest, agree in addition to the costs incurred by reason of any notices filed on any of the senior deeds of trust of record,

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plus costs secured by this deed of trust, and to pay such costs, the same being due when incurred, shall constitute a default hereunder. Any waiver of the foregoing from time to time shall not be construed as a waiver of any subsequent breaches of the terms named herein. Irrespective of any provisions of this deed of trust to the contrary notwithstanding, any demand for sale delivered to Trustee for the foreclosure of this deed of trust shall be reduced by such unpaid balances, if any, of principal and interest and any charges existing upon the \$16,320.00 obligation as exists at the time of the Trustee Sale upon such foreclosure, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale.

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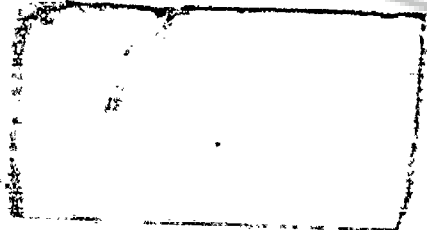
a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

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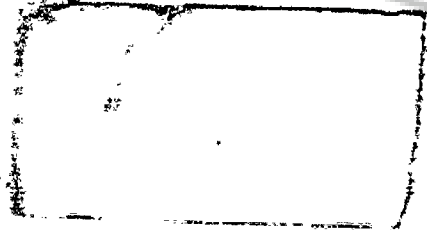
any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

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) 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

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the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, 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 to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) 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.

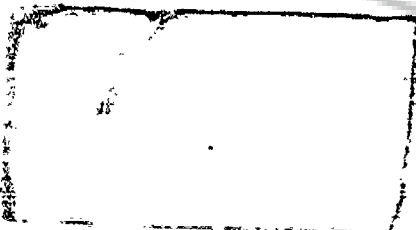
(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) 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

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and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the 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

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by law.

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

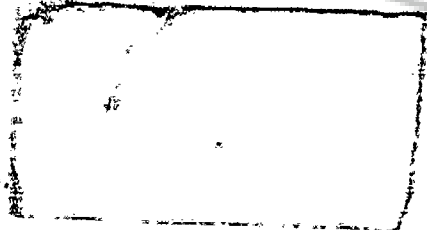
16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for 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. 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 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.

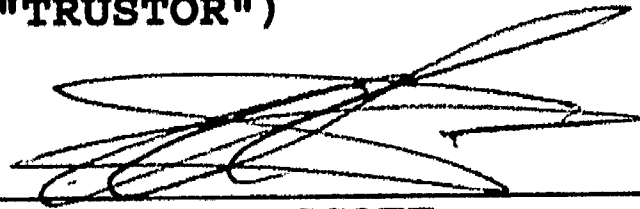
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The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR")



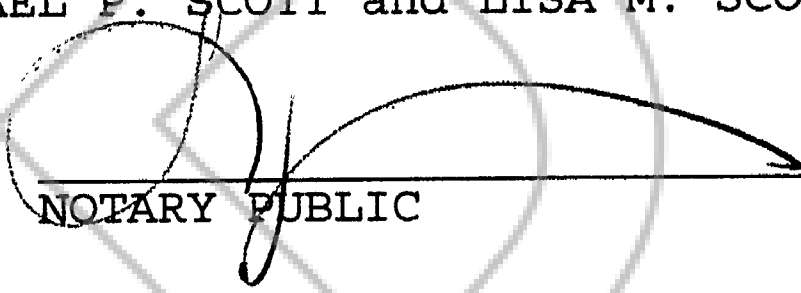
MICHAEL P. SCOTT



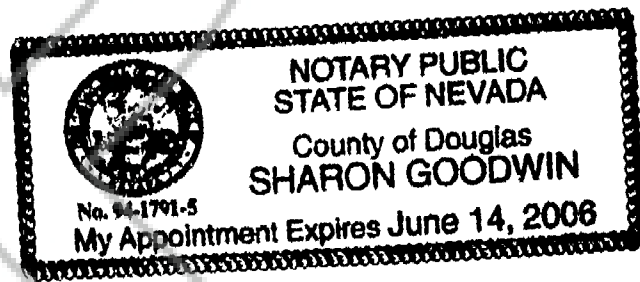
LISA M. SCOTT

STATE OF NEVADA)
COUNTY OF Douglas ;

The above instrument was subscribed before me this 11 day of March, 2003, by MICHAEL P. SCOTT and LISA M. SCOTT.



NOTARY PUBLIC



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

2003 MAR 11 PM 3:50

WERNER CHRISTEN
RECORDER

\$ 23.00 PAID BC DEPUTY

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