

APN: 1318-15-802-003

When Recorded, Mail To:

Bay Harbor Management Service, Inc.  
Attention: Tom Koss  
3090 Pullman Street  
Costa Mesa, CA 92626

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.  
FIRST AMERICAN TITLE COMPANY OF NEVADA

**SHORT-FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS**

**[Due On Sale Clause]**

THIS DEED OF TRUST, made this 10th day of March, 2003, between PAD DEVELOPMENT, LLC, a Nevada limited liability company, herein called TRUSTOR, P. O. Box 487, Glenbrook, Nevada, 89413 and FIRST AMERICAN TITLE COMPANY OF NEVADA, herein called TRUSTEE, and WCP LAKE TAHOE ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership, herein called BENEFICIARY.

**WITNESSETH:**

That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

See Exhibit "A" attached hereto, and incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$250,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of this Deed of Trust, Trustor Agrees: By execution and delivery of this Deed of Trust and the note of even date herewith secured hereby, that

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provisions (1) to (16) inclusive of the Deed of Trust recorded in the Official Records in the Office of the County Recorder of Douglas County, Nevada in Book 57, at page 115 as Document No. 40050 which provisions hereby are adopted and incorporated herein and made a part hereof as full as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$-0- and with respect to attorneys' fees provided for by covenant 7 the amount shall be reasonable attorney's fees.

**IN THE EVENT THE HEREIN DESCRIBED PROPERTY, ANY PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED, OR ALIENATED BY TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THIS HOLDER THEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.**

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

PAD DEVELOPMENT, LLC, a Nevada  
limited liability company

By ROUND HILL VENTURES, LLC, a Nevada  
limited liability company, Managing Member

By: *Douglas P. Rastello*  
Douglas P. Rastello, Managing Member

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**ACKNOWLEDGMENT**

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF DOUGLAS    )

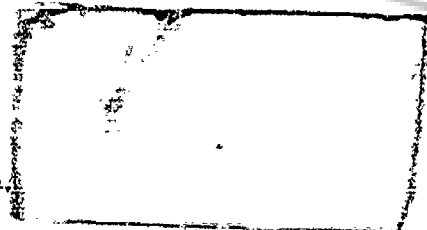
On the 10<sup>th</sup> day of March, 2003, personally appeared before me, a Notary Public, in and for said County and State, NV, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she/they\* executed the same, freely and voluntarily and for the uses and purposes therein mentioned. Douglas P. Restello

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

Cindy Dillon  
NOTARY PUBLIC

 CINDY DILLON  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 01-70337-5 - Expires November 11, 2006

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**EXHIBIT "A"**

**DESCRIPTION**

All that real property situated in the County of Douglas, State of Nevada, bounded and described as:

**PARCEL I:**

A parcel of land located within a portion of Section 15, Township 13 North, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Southeast corner of said Section 15; thence along the Section line common to Sections 15 and 22 North  $89^{\circ}54'09''$  West, 1,513.39 feet to a point on the Northeasterly right-of-way of U.S. Highway 50 as described in the conveyance to the State of Nevada recorded July 18, 1933 in the office of the Recorder, Douglas County Nevada in Book T of Deeds, at Page 436; thence along said Northeasterly right-of-way North  $47^{\circ}36'00''$  West, 674.72 feet to the Southwest corner of a parcel of land shown as Nevada Allied Industries on the Record of Survey for Nevada Allied Industries recorded September 25, 1980 in the office of the Recorder, Douglas County, Nevada, in Book 980 at Page 1969, as Document No. 48927, a found  $3/4''$  iron pipe and plug RLS 3519; the Point of Beginning; thence continuing along said Northeasterly right-of-way North  $47^{\circ}36'00''$  West, 152.81 feet;

thence North  $43^{\circ}32'23''$  East, 70.01 feet  
thence South  $47^{\circ}36'25''$  West, 26.67 feet  
thence North  $42^{\circ}24'00''$  East 63.25 feet  
thence South  $47^{\circ}36'52''$  East 31.73 feet  
thence North  $42^{\circ}19'21''$  East 55.58 feet  
thence South  $47^{\circ}36'00''$  East 171.43 feet to a point on the Westerly right-of-way of Elks Point Road;  
thence along said Westerly right-of-way South  $42^{\circ}24'00''$  West 163.84 feet;  
thence along the arc of a curve to the right having a delta angle of  $90^{\circ}00'0''$ , radius of 25.00 feet and arc length of 39.27 feet to the Point of Beginning.

**PARCEL II:**

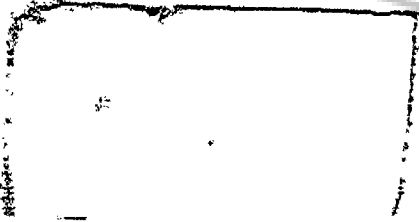
Those certain Reciprocal Easements as described in Declaration of Reciprocal Easement dated December 18, 1998, recorded December 21, 1998 in Book 1298, at Page 5054, as Document No. 457043, of Official Records of Douglas County, State of Nevada.

NOTE: The above metes and bounds description appeared previously in that certain document recorded January 4, 1999 in Book 199, Page 304 as Instrument No. 457942.

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COPY

REQUESTED BY  
~~FIRST AMERICAN TITLE CO.~~  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 MAR 11 PM 3:58

WERNER CHRISTEN  
RECORDER

\$ 18.00 PAID Be DEPUTY

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