WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
BOCKLAS OB. 102 YARA

AP Nos. 1318-22-002-011, 1318-22-002-012, 1318-22-002-016, 1318-22-002-009, 1318-22-002-015 & 1318-22-002-102

Prepared by and when recorded mail to:

James L. Morgan, Esq. Henderson & Morgan, LLC 164 Hubbard Way, Suite B Reno, NV 89502 2003 JUL 16 PM 4: 20

WERHER CHRUSTEN
RECORDER

327 PARK DEPUTY

FIRST AMENDMENT TO LEASEHOLD AND FEE DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL COMMITMENT

THIS FIRST AMENDMENT TO LEASEHOLD AND FEE DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL COMMITMENT ("First Amendment to Deed of Trust"), is made this 14th day of July, 2003 by and between LAKESIDE INN, INC., a Nevada corporation, hereinafter referred to as a "Trustor" and U.S. BANK NATIONAL ASSOCIATION, secured party and beneficiary (hereinafter referred to as "Beneficiary").

W_I_T_N_E_S_S_E_T_H

- A. Trustor executed, among other instruments, a Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (hereinafter the "Existing Deed of Trust"), to Western Title Company, Inc., a Nevada corporation, as trustee ("Trustee"), for the benefit of Beneficiary, dated November 15, 1999, and recorded in the Official Records of Douglas County, Nevada on November 15, 1999 in Book 1199 at Page 2357 as Document No. 0480620.
- B. The Existing Deed of Trust secures payment and performance under the following (among other obligations):
 - (i) That certain Credit Agreement dated November 15, 1999 (as amended, the "Existing Credit Agreement") executed by Trustor, as Borrower, Beneficiary, as Lender, and William F. Kartozian and Richard Jeha (collectively, the "Guarantors"), as Guarantors, pursuant to which, among other things, Beneficiary provided a reducing revolving credit facility to Trustor with an initial maximum principal amount of Five Million Seven

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Hundred Thousand Dollars (\$5,700,000.00) (the "Existing Credit Facility"); and

- (ii) That certain Revolving Credit Note which was executed by Trustor under date of November 15, 1999 and is payable to the order of Beneficiary in the principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000.00), all for the purpose of evidencing Trustor's obligation (among other obligations) to repay amounts advanced under the Existing Credit Facility, together with accrued interest thereon.
- C. Trustor, Beneficiary and Guarantors have entered into that certain Amended and Restated Credit Agreement dated concurrently, or substantially concurrent, herewith (the "Restated Credit Agreement" and, as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, among other things: (i) the advanced and unpaid principal amounts under the Existing Credit Facility have been converted to a term loan, in the principal amount of Four Million Five Hundred Ninety-one Thousand Dollars (\$4,591,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted, increased or otherwise modified from time to time, the "Term Loan"); and (ii) Beneficiary has provided a revolving credit facility to Trustor with a maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (as it may be further renewed, extended, amended, restated, replaced, substituted, increased or otherwise modified from time to time, the "Revolving Credit Facility" and, together with the Term Loan, the "Bank Facilities").
- D. Pursuant to the Restated Credit Agreement, Trustor has executed and delivered to Beneficiary: (i) a Term Promissory Note, which is dated concurrently, or substantially concurrent, herewith, in the principal amount of Four Million Five Hundred Ninety-one Thousand Dollars (\$4,591,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Term Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay the principal amount of the Term Loan, together with accrued interest thereon; and (ii) a Revolving Credit Note, which is dated concurrently, or substantially concurrent, herewith, in the maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "RLC Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay amounts advanced under the Revolving Credit Facility, together with accrued interest thereon.

E. Trustor and Beneficiary now wish to amend the Existing Deed of Trust for the purpose, among other things, of: (i) providing record notice of the Restated Credit Agreement, the Term Note and the RLC Note; (ii) confirming that the Existing Deed of Trust secures Trustor's payment and performance under the Credit Agreement, the Term Note and the RLC Note; (iii) to the extent that Trustor's payment and performance under the Credit Agreement, the Term Note and the RLC Note may not be secured by the Existing Deed of Trust, amending the Existing Deed of Trust to so secure such payment and performance; and (iv) reflecting the enactment of Revised Article 9, which is referred to below; (collectively, the "Deed of Trust Modifications").

NOW, THEREFORE, for the purpose, among other things, of: (i) amending the Existing Deed of Trust; and (ii) providing for the Deed of Trust Modifications; all as hereinafter set forth, and for other good and valuable consideration, the parties hereto do agree as follows:

- 1. The Existing Deed of Trust, as amended hereby, and all collateral thereby encumbered shall secure the following (collectively, the "Secured Obligations"):
- A. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum of Four Million Five Hundred Ninety-one Thousand Dollars (\$4,591,000.00), which is the unpaid amount under the Term Loan; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Term Loan (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustor); and (iii) any other obligations of Trustor under the Term Note; all according to the terms and conditions of said Term Note.
- B. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum which is, at any time, advanced and unpaid under the Revolving Credit Facility, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) at any one time, all on a revolving line of credit basis; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Revolving Credit Facility (all including, without limitation, interest and other charges that would accrue on such obligations, but for the filing of a petition in bankruptcy with respect to Trustor); and

- (iii) any other obligations of Trustor under the RLC Note; all according to the terms and conditions of said RLC Note.
- C. Payment and performance of every obligation, covenant, promise and agreement of Trustor contained in the Existing Deed of Trust, as amended by the First Amendment to Deed of Trust, and as it may be further renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time (collectively, the "Deed of Trust") or incorporated into the Deed of Trust by reference (other than obligations which Trustor may have under the Deed of Trust to make payment or perform under the Environmental Certificate, which is defined in the Existing Deed of Trust), including, without limitation, reimbursement of any sums paid or advanced by Beneficiary pursuant to the terms of the Deed of Trust.
- D. Payment of the expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor under the Deed of Trust, including, but not by way of limitation, reasonable attorney's fees, court costs, witness fees, expert witness fees, collection costs, Trustee's fees, foreclosure costs and reasonable costs and expenses paid by Beneficiary in performing for Trustor's account any obligation of Trustor.
- E. Payment of any sums which may hereafter be owing by Trustor to Beneficiary or any of its affiliates, under the terms of any interest rate swap agreement, interest rate cap agreement, basis swap agreement, forward rate agreement, interest collar agreement or interest floor agreement to which Trustor may be a party, or under any other agreement or arrangement to which Trustor may be a party, which in each case is designed to protect Trustor against fluctuations in interest rates or currency exchange rates with respect to any other indebtedness secured by the Deed of Trust.
- F. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor pursuant to the Credit Agreement when evidenced by a promissory note or notes which recite that the Deed of Trust is security therefor.
- G. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustor contained in the Credit Agreement, excluding any obligation which Trustor may have to perform any obligations under the Environmental Certificate.
- H. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustor contained in any of the Loan

Documents which are defined in the Credit Agreement (other than the Environmental Certificate).

- I. Future Advances (as defined by NRS 106.320, as it may be amended and recodified from time to time) in an aggregate principal amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) at any one time (collectively, the "Chapter 106 Advances").
- 2. It is the intention of Trustor and Beneficiary, and Trustor and Beneficiary hereby acknowledge and agree, that: (i) to the extent, and only to the extent, that the Deed of Trust secures the Chapter 106 Advances, it shall constitute an "instrument" (as defined in NRS 106.330 as amended and recodified from time to time) which secures "future advances" (as defined in NRS 106.320 as amended and recodified from time to time) and which is governed pursuant to NRS 106.300 through 106.400 as amended and recodified from time to time; (ii) the lien of the Deed of Trust shall secure the obligation of Trustor to repay all such "future advances" with the priority set forth in NRS 106.370(1) as amended and recodified from time to time; and (iii) the lien and security interest of the Deed of Trust as security for the Chapter 106 Advances shall be in addition to, and not in place of, the lien and security interest of the Deed of Trust as security for the RLC Note and the other Secured Obligations. This Paragraph 2 shall supercede the provisions of the Existing Deed of Trust which relate to NRS Chapter 106.
- 3. Article 9 of the Uniform Commercial Code, NRS 104.9101, et seq., as in effect on the date of the Existing Deed of Trust ("Previous Article 9") has been amended pursuant to Sections 1 through 135 of Chapter 104, Statutes of Nevada 1999, at Page 281, et seq. Previous Article 9, as so amended, is referred to herein as "Revised Article 9". Trustor hereby additionally grants a security interest to Beneficiary as security for the Secured Obligations, in and to the following collateral (the "Additional Personal Property"), subject to the terms and conditions of the Existing Deed of Trust, as amended hereby:

"All right, title and interest of Trustor, which is now owned or hereafter acquired in, and to, all present and future: (i) accounts; (ii) chattel paper; (iii) commercial tort claims; (iv) deposit accounts; (v) documents; (vi) equipment, inventory and other goods of any kind or nature; (vii) instruments; (viii) investment property; (ix) letter of credit rights; (x) money; (xi) general intangibles; and (xii) proceeds of any of the foregoing; all as such terms are defined by Revised Article 9."

The "Personal Property" which is defined by the Existing Deed of Trust is referred to herein as the "Existing Personal Property". The Additional Personal Property shall be in addition to, and not substituted for, the Existing Personal Property.

- 4. In addition to the remedies which are made available to Beneficiary under the Existing Deed of Trust, Beneficiary shall have the following remedies under the Deed of Trust, in respect of the Personal Property, upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement):
 - Beneficiary may exercise in respect of the Personal (i) Property, in addition to other rights and remedies provided for in the Deed of Trust or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Personal Property). Beneficiary may also: (aa) require Trustor to, and Trustor hereby agrees that it will, at its expense and at the request of Beneficiary upon reasonable notice forthwith, assemble all or part of its Personal Property as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties; and (bb) without notice except as specified below, sell the Personal Property or any part thereof in one or more parcels at public or private sale, at any of Beneficiary's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Beneficiary may deem to be commercially reasonable. Trustor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to Trustor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Beneficiary shall not be obligated to make any sale of Personal Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;
 - (ii) Upon any sale of the Personal Property (whether public or private) by Beneficiary, Beneficiary shall have the right to deliver, assign and transfer to the purchaser thereof the Personal Property so sold. Each purchaser (including Beneficiary) at any such sale shall hold the Personal Property so sold free from any claim or right of whatever kind, including any equity or right of redemption of the Trustor, and Trustor, to the extent permitted by law, hereby specifically waives all rights of redemption under the Uniform Commercial Code, and any right to a

judicial or other stay or approval which it has or may have under any law now existing or hereafter adopted;

- (iii) Beneficiary shall have the right and power to institute and maintain such suits and proceedings as it may deem appropriate to protect and enforce the rights vested in it by this Deed of Trust and may proceed by suit or suits at law or in equity to enforce such rights and to foreclose upon and sell the Personal Property or any part thereof pursuant to the judgment or decree of a court of competent jurisdiction; and
- (iv) No remedy conferred upon or reserved to Beneficiary in this paragraph, or elsewhere in the Deed of Trust, is intended to be exclusive of any other remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy conferred under the Deed of Trust or now or hereafter existing at law, in equity or by statute.
- 5. All references which are made herein, and in the Existing Deed of Trust, to:

"Bank Facilities" shall mean a collective reference to the Term Loan and the Revolving Credit Facility.

"Credit Agreement" shall have the meaning set forth by Recital C of the First Amendment to Deed of Trust.

"Deed of Trust" shall have the meaning set forth by Paragraph 1 of the First Amendment to Deed of Trust.

"NRS 104.9402" shall be to NRS 104.9502 as included in Revised Article 9.

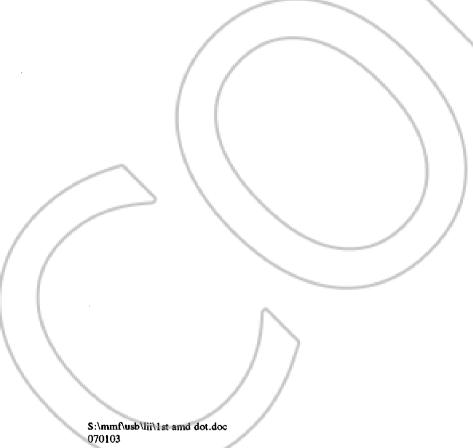
"Nevada Uniform Commercial Code," "Nevada Uniform Commercial Code - Secured Transactions" and "Uniform Commercial Code" shall each be to Revised Article 9, as it may be amended or recodified from time to time.

"Note" shall mean a collective reference to the Term Note and the RLC Note.

"Personal Property" shall be to the Existing Personal Property and the Additional Personal Property.

"Secured Obligations" shall have the meaning set forth by Paragraph 1 of the First Amendment to Deed of Trust.

- 6. All other trusts, covenants and agreements contained in the Existing Deed of Trust are hereby specifically referred to by this reference and are incorporated into this instrument as though fully set forth herein, except as modified herein, it being the intent of Trustor to subject the real property, personal property and all other collateral described in the Existing Deed of Trust and in the First Amendment to Deed of Trust, including, without limitation, the real property described on "Exhibit A" attached hereto and, by this reference, incorporated herein, to all of the same trusts, covenants and agreements to the same extent and with the same force and effect as though fully restated herein.
- 7. This First Amendment to Deed of Trust may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute but one and the same document.



IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

TRUSTOR:

LAKESIDE INN, INC., a Nevada corporation

BENEFICIARY:

U.S. BANK National Association, as Agent Bank

President

J. Andrew Backstrom Vice President

STATE OF NEVADA

COUNTY OF LAW

This instrument was acknowledged before me on July 10, 2003 by MICHAEL H. BRADFORD as President of LAKESIDE INN, INC.

Notary Public

ROBERT K. WEATHERMAN Notary Public - State of Nevada Appointment Recorded in Douglas County No: 01-68102-5 - Expires April 5, 2005

STATE OF NEVADA

COUNTY OF Washur

This instrument was acknowledged before me on July <u>니</u>, 2003, by J. ANDREW BACKSTROM as Vice President of U.S. BANK NATIONAL ASSOCIATION.

Buidest de Amera Notary Public



Legal Description

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

Those portions of the Southeast Quarter of Section 22, and of the Southwest Quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., particularly described as follows:

PARCEL 1

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 299.11 feet to the TRUE POINT OF BEGINNING;

thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 75.45 feet (of Record 75.43 feet);

thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 382.78 feet (of Record 385.40 feet) to a point on the West side of said Highway right-of-way line;

thence from a tangent bearing South 19°29'03" West curving to the right along the Westerly side of said Highway right-of-way line with a radius of 2,460.00 feet through an angle of 01°44'49", a distance of 75.00 feet to a point;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 382.78 feet to the POINT OF BEGINNING.

PARCEL 2

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.& M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 198.04 feet to the TRUE POINT OF BEGINNING;

thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 101.07 feet to a point;

thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 382.78 feet to a point on the West side of said Highway right-of-way line;

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EXHIBIT "A" Page 1 of 4

0583448 BK0703PG07483 thence from a tangent bearing South 21°14'21" West curving to the right along the Westerly side of said Highway right-of-way line with a radius of 2,460 feet through an angle of 02°19'45", a distance of 100.00 feet (of record 100.01 feet), to a point;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 375.67 feet (of Record 375.68 feet) to the TRUE POINT OF BEGINNING.

PARCEL 3

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.70 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet to the POINT OF BEGINNING;

thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 76.07 feet;

thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 175.68 feet;

thence South 24°26'47" West, a distance of 75.00 feet;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 167.64 feet to the POINT OF BEGINNING.

PARCEL 4

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 219.99 feet (of Record 220.00 feet), to the POINT OF BEGINNING;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 129.99 feet (of Record 130.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet;

thence South 61°00'00" East, along the Westerly boundary of Parcel 3 above, a distance of 130.00 feet; thence South 18°23'35" West (of Record South 18°24'08" West), a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

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PARCEL 5

COMMENCING at the Section corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence South 60°13' West, a distance of 127.20 feet to a point of the Westerly 80 foot right-of-way line of Nevada State Route #3;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet) to a point;

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 374.56 feet (of Record 374.54 feet) to the TRUE POINT OF BEGINNING;

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 291.45 feet (of Record 291.82 feet) to a point;

thence South 61°52'31" East, a distance of 371.50 feet (of Record 371.52 feet) to a point on the Westerly right-of-way line of Nevada State Route #3;

thence from a tangent that bears South 12°29'45" West curving to the right along the Westerly 80 foot right-of-way line of Nevada State Route #3, with a radius of 2,460 feet through an angle of 06°59'48", an arc distance of 300.41 feet to a point;

thence North 60°56'54" West (of Record 61°00'00" West), a distance of 385.40 feet to the POINT OF BEGINNING.

PARCEL 6

All that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 22, Township 13 North, Range 18 East, M.D.B. & M., that is described as follows:

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 685.94 feet (of Record 686.36 feet), to the TRUE POINT OF BEGINNING;

thence South 61°00'22" West (of Record North 61°00' West), a distance of 100.06 feet (of Record 100.00 feet);

thence North 18°23'35" East (of Record North 18°25'47" East), a distance of 100.60 feet (of Record 141.26 feet);

thence North 61°11'11" West (of Record North 61°11' West), a distance of 100.00 feet;

thence South 18°23'35" East, 90.11 feet (of Record 140.95 feet), to the POINT OF BEGINNING.

Prior recorded documents except any portion of said Parcel lying within the right-of-way line of Kahle Drive, as follows:

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RESERVING THEREFROM that certain 40 foot wide strip of land along the North line of the above described Parcel as reserved in the Deed recorded April 13, 1954, in Book B-1 of Deeds, at Page 74.

PARCEL 7

COMMENCING at a point on the West side of the Highway right-of-way line created by a Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West, a distance of 127.20 feet from the Section corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00' West), a distance of 169.99 feet (of Record 170.00 feet), to the TRUE POINT OF BEGINNING;

thence North 60°56′54" West (of Record North 61°00′ West), a distance of 50 feet; thence North 18°23′35" East (of Record North 18°24′08" East), a distance of 121.97 feet to the Southwesterly line of the Parcel conveyed to H.L. HAYNES and BERTHA E. HAYNES, by Deed recorded January 9, 1958, under File No. 12864, Douglas County, Nevada Records; thence South 60°56′54" East (of Record South 61°00′ East), a distance of 50 feet; thence South 18°23′35" West (of Record South 18°24′08" West) a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

PARCEL 8

Lots 1 through 12 inclusive, in Block 1, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada, on February 4, 1959, as Document No. 14030.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents, recorded in the office of the County Recorder of Douglas County, Nevada on November 15, 1999, in Book 1199, Page 2357, as Document No. 480620, of Official Records.

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