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APN: 1419-00-001-019  
WHEN RECORDED MAIL MAIL TO:  
✓ Gerald and Jeanne Novotny  
P.O. Box 859  
Zephyr Cove, Nevada 89448

REQUESTED BY  
*Gerald Novotny*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 JAN 23 PM 3:38

WERNER CHRISTEN  
RECORDER

*W* PAID *Be* DEPUTY

DEED OF TRUST

THIS DEED OF TRUST is made this 23th day of January, 2004, by and between JEFF DINGMAN, an individual, as Trustor, STEWART TITLE OF NORTHERN NEVADA, as Trustee, and GERALD R. NOVOTNY AND JEANNE M. MOSS-NOVOTNY, TRUSTEES OF THE NOVOTNY FAMILY TRUST Dated February 9, 1984, as amended, as Beneficiary.

WITNESSETH:

That Trustor does hereby unconditionally grant, bargain, sell, convey and confirm unto Trustee in trust with the power of sale, all that certain real property located in the County of Douglas, State of Nevada, more particularly described as follows:

The NW 1/4 of the NW 1/4 of Section 1, T. 14 N., R. 19 E., M.D.B.&M.

(The above legal description was obtained from that certain Grant, Bargain and Sale Deed recorded on January 13, 2004, as Document Number 602157)

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AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND HOLD the same unto the said trustee and its successors for the purpose of securing: the payment of an indebtedness in the sum of \$244,183.69 evidenced by a promissory note of even date herewith according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor, and delivered to the Beneficiary and payable to its order, and any and all extensions or renewals thereof; payment of such additional sums as may be hereafter loaned by Beneficiary to Trustor when evidenced by a promissory note or notes of Trustor; payment of all other sums thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary; and performance and discharge of each and every obligation.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor does promise and agree to pay when due, all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alteration or improvements that may be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property; to keep the property free and

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clear of all liens and assessments, including without limitation liens which may be assessed by a county or city and federal tax liens.

SECOND: Trustor agrees to provide, maintain and deliver to Beneficiary, property, fire and casualty insurance which insures the property and all improvements upon said premises with a company satisfactory to and with loss payable to Beneficiary and Trustor as their respective interest may appear, and in default thereof, Beneficiary may procure such insurance and may pay and expend for premiums for such insurance such sums of money as Beneficiary may deem necessary.

THIRD: The following covenants, Nos. 1, 3, 4 (interest 14%), 5, 6, 7 (counsel fees 14%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustor agrees that Trustor will pay any deficiency arising from any cause after application of proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

SIXTH: All of the provisions of this instrument shall inure to, apply to and bind the heirs, executors and assigns of Beneficiary, and shall inure to, apply to and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to Trustee any and all rents of the above described premises and hereby authorize Trustee, without waiving or affecting the right of foreclosure or any other right hereunder; the right to take possession of the premises at any time after there is a default in the payment of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

IN WITNESS WHEREOF, Trustor has set his hand the day and year first above written.

TRUSTOR:



JEFF DINGMAN

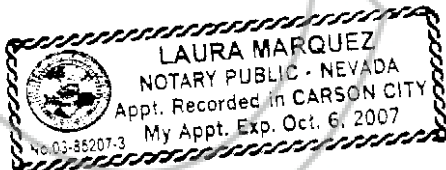
STATE OF NEVADA                    )  
  )ss:  
COUNTY OF DOUGLAS            )

This instrument was acknowledged before me on 23<sup>rd</sup> Jan 04, 2004, by JEFF DINGMAN, as Trustor.



Notary Public

10/6/2007  
My Commission Expires:



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