

A.P.N. # 1420-29-801-001
ESCROW NO. 040100237
RECORDING REQUESTED BY:
STEWART TITLE COMPANY

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JAN 28 PM 3:37

WERNER CHRISTEN
RECORDER

\$ 18.50 PAID kg DEPUTY

WHEN RECORDED MAIL TO:

LAGUNAK, INC., Etal
1056 KERRY LANE
GARDNERVILLE, NV 89460

(space above for recorder's use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of January, 2004, between,
KIM POSNIEN CONSTRUCTION AND DEVELOPMENT COMPANY, a Nevada Corporation
(whose address is **440 Foothill Rd., Gardnerville, NV 89410**)

herein called "Trustor", **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada Corporation herein called "Trustee", and
See Exhibit "B" for Beneficiary names and addresses

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in **Douglas** County, State of Nevada, more particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.
See Exhibit "B" attached for additional terms

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, 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 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 \$ **275,000.00** and the interest thereon according to the terms of a promissory note or notes of even date herewith made 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 whereon hich may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees 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 relating to any alterations or improvements 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
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DEED OF TRUST WITH ASSIGNMENT OF RENTS - Page 2.


property in violation of any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune, and/or do any other act or acts, all in a timely and property manner, which from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

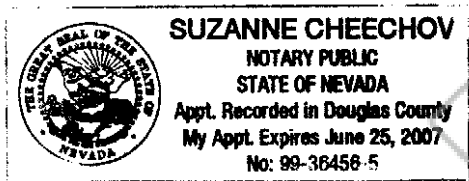
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him 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 of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".
9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided. CONTINUED ON NEXT PAGE

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**KIM POSNIEN CONSTRUCTION AND
DEVELOPMENT COMPANY, a Nevada Corporation**



KIMBALL A. POSNIEN
PRESIDENT



Executed this 28th day of Jan. 2004

STATE OF NV }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on 1/28/2004,
by
KIMBALL A. POSNIEN

Signature 
Notary Public

(One Inch Margin on all sides of document for Recorder's Use Only)

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EXHIBIT "A"

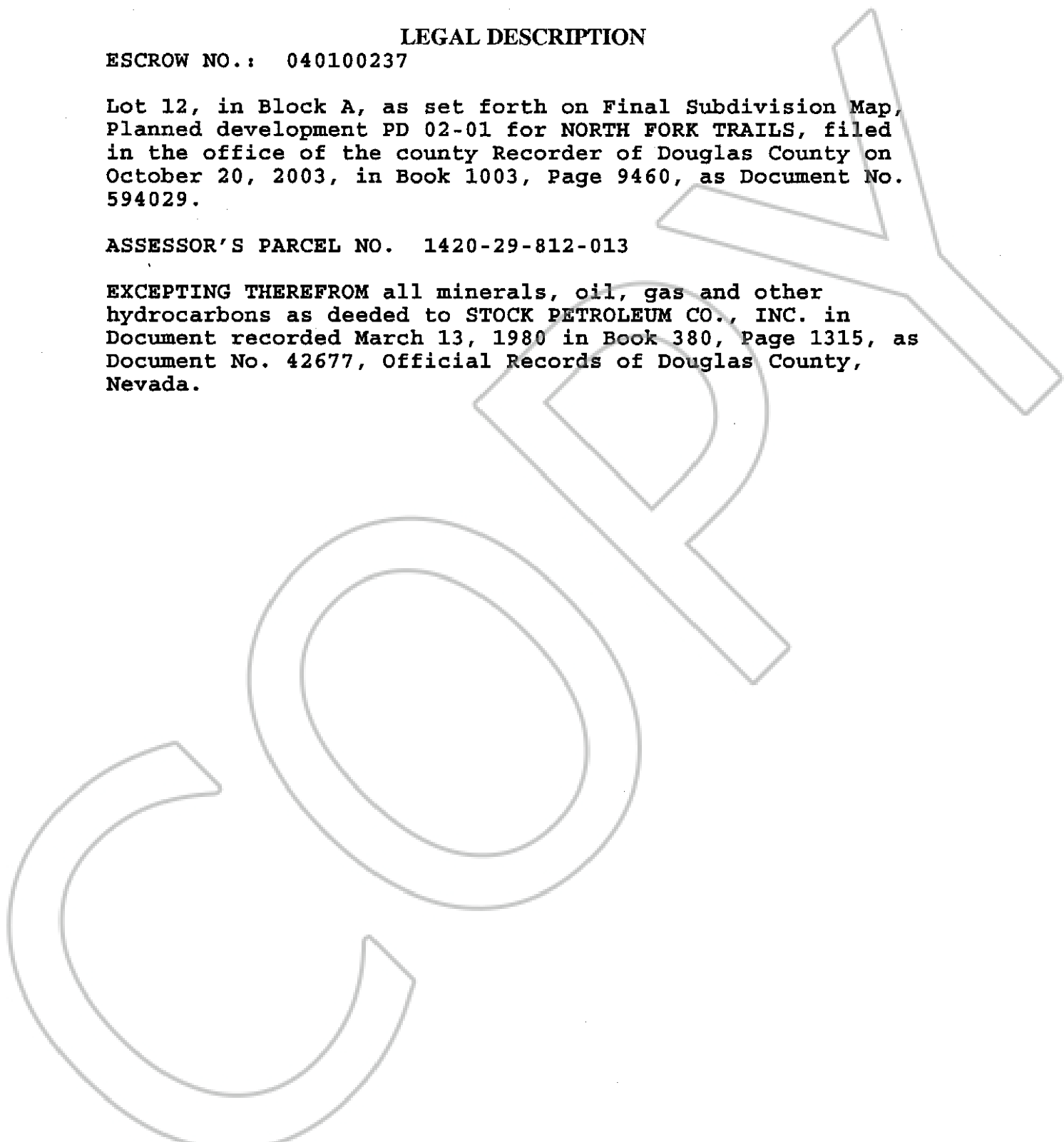
LEGAL DESCRIPTION

ESCROW NO.: 040100237

Lot 12, in Block A, as set forth on Final Subdivision Map, Planned development PD 02-01 for NORTH FORK TRAILS, filed in the office of the county Recorder of Douglas County on October 20, 2003, in Book 1003, Page 9460, as Document No. 594029.

ASSESSOR'S PARCEL NO. 1420-29-812-013

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons as deeded to STOCK PETROLEUM CO., INC. in Document recorded March 13, 1980 in Book 380, Page 1315, as Document No. 42677, Official Records of Douglas County, Nevada.



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EXHIBIT "B"

ESCROW NO.: 040100237

BENEFICIARY:

LAGUNAK, INC. RESTATED PROFIT SHARING PLAN, as to an undivided 80% interest; and MICHAEL C. GILBERT and ANGEL KERR-GILBERT, husband and wife as joint tenants, as to an undivided 20%

(Address for Lagunak: 1056 Kerry Lane, Garderville, NV 89460)

(Address for Gilbert: 861 Mahogany, Minden, Nv 89423)

DUE ON SALE:

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

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