

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 FEB 10 PM 12: 29

WERNER CHRISTEN  
RECORDER

§ 18<sup>99</sup> PAID. KJ DEPUTY

A.P.N.: 1220-24-701-016  
File No: 143-2113186 (MO)

When Recorded, Mail To:  
Novasel & Schwarte Investments, Inc.  
3170 Hwy 50, Suite 10  
South Lake Tahoe, Ca 96150

A.P.N.: 1220-24-701-016

### **DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made February 4, 2004, between **P.M.B. #4, LLC, a Nevada Limited Liability Company, TRUSTOR**, whose address is **1528 Hwy 395, Suite 215, Gardnerville, NV 89410, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Robert I. Novasel and Richard W. Schwarte as co-trustees of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan, BENEFICIARY**, whose address is **3170 Hwy 50, Suite 10, South Lake Tahoe, Ca 96150**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Douglas**, State of **Nevada**, described as:

**PARCEL 3 AS SHOWN ON THE PARCEL MAP FOR SHULER AND MILLARD, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON OCTOBER 24, 1984 AS DOCUMENT NO. 109110.**

Together with the rents, issues and profits, thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

For the purposes of securing (1) payment of the sum of **\$Thirty thousand** dollars (**\$30,000.00**) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which 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.

0604247

BK0204PG03835

To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

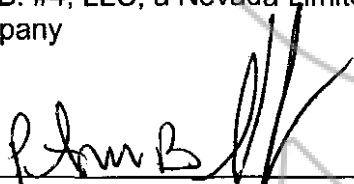
<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Dated: February 4, 2004

P.M.B. #4, LLC, a Nevada Limited Liability Company



By: Peter M. Beekhof, Jr.,  
Manager/Member

STATE OF **Nevada** )

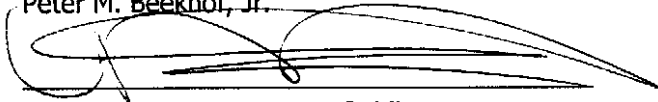
:ss.

COUNTY OF **Douglas** )

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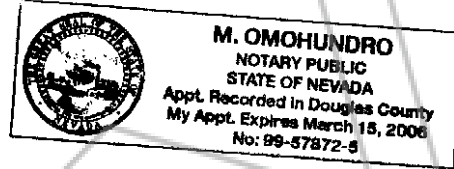
BK 0204 PG 03836

This instrument was acknowledged before me on 2/6/04  
by  
Peter M. Beekhof, Jr.



Notary Public

(My commission expires: 3-15-2006 )



COPY

**ADDENDUM TO DEED OF TRUST**

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to; a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Trustor agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

**DUE ON SALE CLAUSE**

If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

“SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN.”

X P.M.B. #4, LLC  
P.M.B. #4, LLC

2-6-09  
Date

State of Nevada

County of Douglas

On 2/6/09 before me, a notary public, personally appeared Peter M. Beethof, Sr. personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

0604247  
BK 0204 PG 03838

**EXHIBIT 'A'**

**First American Title Company of Nevada**

**01/14/2004**

**File No.: 143-2113186 (MO)**

**Property: 645 Appaloosa Lane  
Gardnerville, NV**

**PARCEL 3 AS SHOWN ON THE PARCEL MAP FOR SHULER AND MILLARD, FILED FOR RECORD  
IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON OCTOBER  
24, 1984 AS DOCUMENT NO. 109110.**

