

REQUESTED BY
MARQUIS TITLE & ESCROW

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 APR -7 PM 4:13

WERNER CHRISTEN
RECORDER

\$ 17⁰⁰ PAID KA DEPUTY

A.P.N. 1220-03-310-030
ESCROW NO. 247043

WHEN RECORDED MAIL TO:

MARQUIS TITLE & ESCROW
1520 US HWY 395 N
Gardnerville, NV 89410

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

CENTER, INC.*

THIS DEED OF TRUST, made this 2day of April, 2004, between , BOB'S PERFORMANCE A herein called
TRUSTOR, * A Nevada Corp.

whose address is 1417 Industrial Way, Gardnerville, Nevada 89410

and **MARQUIS TITLE & ESCROW, INC.**, a Nevada Corporation, herein called TRUSTEE and

HERBERT RUPPEL and EDELTRAUT RUPPEL, Trustees of THE RUPPEL FAMILY TRUST DATED OCTOBER 15,1997 as to an undivided \$20,000.00 interest and ROY WEST and ERNESTINE WEST, TRUSTEES of THE ROY AND ERNESTINE WEST FAMILY TRUST, dated June 20, 1990 as to an undivided \$90,000.00 interest and JUSTO JAIMERENA and MARIA J. JAIMERENA, husband and wife as joint tenants as to an undivided \$25,000.00 interest and JEAN PIERRE IRISSARRY, Trustee of THE JEAN PIERRE IRISSARRY 1993 REVOCABLE TRUST as to an undivided \$65,000.00 and LAWRENCE L. LEACH and KRISTA E. LEACH, husband and wife as Joint Tenants as to an undivided \$15,000.00 interest and JURGEN SCHLICKER, an unmarried man as to an undivided \$30,000.00 interest and LaVERNE RIDENOUR AND LISABELL RIDENOUR, husband and wife as Joint Tenants with right of survivorship as to an undivided \$9,000.00 interest and WILLIE E. RUPPEL and MARIANNE RUPPEL, husband and wife as Joint Tenants with right of survivorship as to an undivided \$40,000.00 interest and RENEE A. RUPPEL, an unmarried woman as to an undivided \$15,000.00 interest and HARRY C. FRY, an unmarried man as to an undivided \$175,000.00 interest and JOHN WITTRIG, an unmarried man as to an undivided \$116,000.00 interest

herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas , State of Nevada, being Assessment Parcel No. 1220-03-310-030, more specifically described as follows:

See "EXHIBIT A" attached hereto and made a part of.

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

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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, issues and profits.

For the purpose of securing (1) payment of the sum of \$600,000.00 with 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; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this Deed of Trust. 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

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COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	8 6 1 2 2 6		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec	075	173588
Douglas	1286 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko	545 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	110 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Eureka	153 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077				
Lander	279 Off. Rec.						


shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) 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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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

BOB'S PERFORMANCE

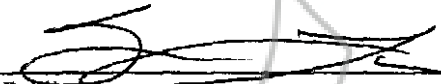
BOB'S PERFORMANCE

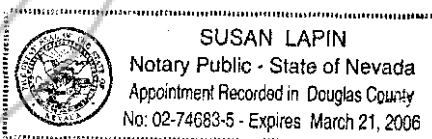

By: Robert Sedlmayr


By: Sharon Sedlmayr

STATE OF NEVADA
COUNTY OF Douglas

On April 7, 2004, personally appeared before me, a Notary Public, Robert Sedlmayr
and Sharon Sedlmayr
who acknowledged that he/she/ they executed the above instrument.


Notary Public



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EXHIBIT "A"

The land referred to in this report is situate in Douglas County, State of Nevada, and is described as follows:

A parcel of land being a portion of Section 3, Township 12 North, Range East, M.D.B. & M., and of Parcel "B" as shown on that certain map entitled Carson Valley Industrial Park, recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas, Nevada, and being further described as follows:

COMMENCING at the Southeast corner of said Parcel "B" on the Westerly right-of-way of Industrial Way; thence along the Southerly boundary of said Parcel "B" South $71^{\circ}18'00''$ West, 336.06 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly boundary South $71^{\circ}18'00''$ West 125.38 feet; thence leaving said boundary North $02^{\circ}37'00''$ East 395.82 feet to a point on the Southerly right-of-way of Industrial Way; thence Easterly along said right-of-way South $87^{\circ}23'00''$ East, 116.80 feet; thence leaving said right-of-way South $02^{\circ}37'00''$ West 350.24 feet to the POINT OF BEGINNING.

Per NRS 111.312, this legal description was previously recorded on July 30, 1999, in Book 799, Page 5784, as Document No. 473578, of Official Records.

Assessor's Parcel No. 1220-03-310-030

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