

A.P.N.: 1320-33-401-043
File No: 143-2151981 (JJ)

When Recorded, Mail To:
Scarpello, Huss & Oshinski, LTD
Profit Sharing Plan and Trust
600 E. William St., #300
Carson City, NV 89701

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 10 PM 1:54

WERNER CHRISTEN
RECORDER

\$16.00 PAID *W* DEPUTY

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made July 28, 2004, between **Masaki Yamada and Rachaneekorn Yamada, TRUSTOR**, whose address is **1404 Highway 395, Gardnerville, NV, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Scarpello, Huss & Oshinski, LTD Profit Sharing Plan and Trust, BENEFICIARY**, whose address is **600 E. William St., #300, Carson City, NV 89701**.

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

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, M. D. B. & M., DOUGLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND SOUTHEAST CORNER OF SAID SECTION 33, PROCEED SOUTH 89 DEGREES, 51 MINUTES, 10 SECONDS WEST, 3,972.70 FEET TO THE FOUND 1/16 SECTION CORNER AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 72 DEGREES, 38 MINUTES, 38 SECONDS WEST, 49.88 FEET TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DOUGLAS AVENUE, AND A LINE PARALLEL TO AND 30 FEET SOUTHWESTERLY OF THE CENTERLINE OF MAIN STREET (U.S. HIGHWAY 395); THENCE NORTH 44 DEGREES, 54 MINUTES WEST, 324.00 FEET ALONG SAID PARALLEL LINE, TO A POINT; THENCE AT RIGHT ANGLES SOUTHWESTERLY, 9.00 FEET, TO THE NORTHERNMOST CORNER OF THE RITCHFORD HOTEL PROPERTY, WHICH IS THE TRUE POINT OF BEGINNING; PROCEED THENCE SOUTH 44 DEGREES, 54 MINUTES EAST, 194.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET, WHICH IS 39 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF MAIN STREET, AS ESTABLISHED BY THE NEVADA STATE HIGHWAY DEPARTMENT, TO A POINT; THENCE SOUTH 45 DEGREES, 59 MINUTES, 21 SECONDS WEST, 72.25 FEET, TO A POINT; THENCE SOUTH 45 DEGREES, 13 MINUTES, 05 SECONDS EAST, 51.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DOUGLAS AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89 DEGREES, 51 MINUTES, 10 SECONDS WEST, 181.00 FEET TO A POINT; THENCE NORTH 45 DEGREES, 06 MINUTES EAST, 28.50 FEET TO A POINT; THENCE NORTH 44 DEGREES, 54 MINUTES WEST, 115.00 FEET TO A POINT; THENCE NORTH 44 DEGREES, 37 MINUTES, 07 SECONDS EAST, 172.00 FEET, TO THE POINT OF BEGINNING.

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SAID PARCEL IS SET FORTH ON RECORD OF SURVEY RECORDED MAY 8, 1980, IN BOOK 580, OF OFFICIAL RECORDS, AT PAGE 537, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 44360.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 28, 1994, IN BOOK 0994, PAGE 4977, AS INSTRUMENT NO. 347163.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner whatsoever, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first handed and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespectively of the maturity date specified in any note evidencing the same, immediately due and payable in full.

The note secured by this deed of trust contains provisions for a prepayment penalty.

The note secured by this deed of trust contains provisions for a late fee.

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 **Three hundred forty nine thousand and 00/100ths dollars (\$349,000.00)** 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.

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 | |

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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: **July 28, 2004**



Masaki Yamada

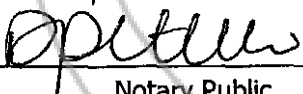


Rachaneekorn Yamada

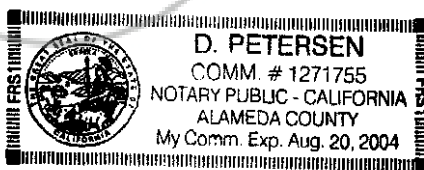
STATE OF ~~NEVADA~~ **CALIFORNIA**)
COUNTY OF ~~DOUGLAS~~ **ALAMEDA**) :ss.

This instrument was acknowledged before me on 8/4/04 by

Masaki Yamada and Rachaneekorn Yamada



Notary Public
(My commission expires: August 29 2004)



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