

APN: 1319-10-710-002
WHEN RECORDED MAIL TO:
Georgia Anne Novotny
P.O. Box 859
Zephyr Cove, Nevada 89448

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0106 PG-02743 RPTT: 0.00



DEED OF TRUST

THIS DEED OF TRUST is made this 5 day of January, 2006,
by and between ROBERT TREP THOMPSON and CARI ANN THOMPSON, husband
and wife as community property with right of survivorship, as Trustors, STEWART TITLE
OF NORTHERN NEVADA, as Trustee, and GEORGIA ANNE NOVOTNY, TRUSTEE OF
THE GEORGIA ANNE NOVOTNY TRUST Dated December 26, 2001, as Beneficiary.

WITNESSETH:

That Trustors do 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:

Lot 32, as shown on the Official Map of PIONEER TRAIL RANCH
SUBDIVISION, UNIT NO. 1, filed in the office of the County Recorder of
Douglas County, State of Nevada, on November 21, 1966, as Document
No. 34628.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustors now have 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 \$401,175.43 evidenced by a promissory note dated January 5, 2006 (which is due and payable in its entirety on or before October 31, 2006), according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustors, 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 Trustors when evidenced by a promissory note or notes of Trustors; 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: Trustors do 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 clear of all liens and assessments, including without limitation liens which may be assessed by a county or city and federal tax liens; to keep payments current on all promissory notes which are secured by the property described herein.

SECOND: Trustors agree 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 Trustors 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: Trustors agree that Trustors 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: Trustors hereby assign 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 Trustors.

IN WITNESS WHEREOF, Trustors have set their hand the day and year first above written.

TRUSTORS


ROBERT TREP THOMPSON


CARI ANN THOMPSON

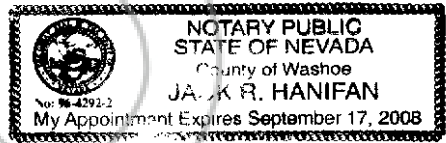


STATE OF NEVADA)
)ss:
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 5,
2006, by ROBERT TREP THOMPSON, as a Trustor.

Jack R. Hanifan
Notary Public

My Commission Expires: 9-17-08



STATE OF NEVADA)
)ss:
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 5,
2006, by CARI ANN THOMPSON, as a Trustor.

Jack R. Hanifan
Notary Public

My Commission Expires: 9-17-08

