

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-0507 PG- 8958 RPTT: 0.00



APN 1418-34-304-008

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:  
Stewart Title of Northern Nevada  
940 Southwood, Ste. 101  
Incline Village, NV 89450  
Order No. 602939-24

MAIL TAX STATEMENTS TO:  
30 RANCHERIA RD  
KENT FIELD CA 94904  
ATTN: KELLY RODRIGUES

060500776

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this 18<sup>th</sup> day of May, 2006, by and between Kelly Rodriques, a married man as his sole and separate property, as Trustor; Stewart Title of Northern Nevada, Trustee; and Fenton D. Carey, Trustee of the Fenton D. Carey Sales, Inc. Employees Retirement Trust dated July 30, 1986, as to an undivided 1/7<sup>th</sup> interest; Martin D. Fern, Trustee of the Martin D. Fern Defined Benefit Pension Plan dated December 20, 2005 as to an undivided 1/7<sup>th</sup> interest; Linda Gross, Trustee of the Gross Family Trust A. dated February 2, 1987 as to an undivided 1/7<sup>th</sup> interest; Harris Newmark M.D., Trustee of the Harris Newmark III, M.D. A Medical Retirement Trust dated December 27, 2002 as to an undivided 1/7<sup>th</sup> interest; Edgar M. Williams and Gee Gee Williams, Trustees of the Edgar M. & Gee Gee Williams Living Trust dated July 13, 1992 as to an undivided 1/7<sup>th</sup> interest; Burton Willis, M.D., Trustee, Edinger Medical Group, Inc. Amended & Restated Pension and Profit Sharing Plan, dated November 15, 1979 as to an undivided 1/7<sup>th</sup> interest; Robert O. Halbert, Successor Trustee of the Sandra McCormick Family Trust as created under the Sam A. Simpson and Clara E. Simpson Revocable Trust dated May 12, 1967 as to an undivided 1/7<sup>th</sup> interest, collectively Beneficiary;

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with the power of sale, all that certain property situate in the County of Douglas, State of Nevada, being more particularly described in Exhibit A hereto.

And, also, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to the said property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders.

For the purpose of securing (1) payment of the sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (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.

AND THIS INDENTURE FURTHER WITNESSETH, Trustor promises and agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sums or sums as Beneficiary shall deem proper.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and

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ROGERS & SHADEK  
WOLF, ROSS & HERLISSKY, P.C.  
264 VILLAGE BOULEVARD, SUITE 104, INGENUITY VILLAGE, NEVADA 89431



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expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon said property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and (d) in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent (10%) per annum.

6. That 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the person liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey any part of said property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

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WOLF, ROSS & HERMUSKY, P.C.  
204 VILLAGE BOULEVARD, SUITE 101, INGLETON VILLAGE, NEVADA 89431



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9. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum, or as allowed by law whichever is greater; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees who shall, without conveyance from the Trustee predecessor, succeed all its title, estate, rights, power and duties. Said instrument may contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to

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WOLF, ROSS & HERLIHANSKY  
208 VILLAGE BOULEVARD, SUITE 104, INCLINE VILLAGE, NEVADA 89431



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such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

11. The following covenants: Nos. 1, 3, 4 (interest 10%), 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

12. 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. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

13. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

14. That this Deed of Trust, applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

15. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

16. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

17. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the holder hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

18. This deed of trust is executed by Trustor and accepted by Beneficiary with the express understanding that the relationship of landlord and tenant shall exist as between the purchaser of the property covered hereby upon foreclosure proceedings and Beneficiary and its successors in interest, and Trustor may be removed therefrom by any proceeding

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ROGERS & SFLADEK  
WOLF, ROSS & HERHUSKY LLC  
264 VILLAGE BOULEVARD, SUITE 101, INGENUE VILLAGE, NEVADA 89431

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EXHIBIT "A"  
LEGAL DESCRIPTION

Order No.: 060500776

The land referred to herein is situated in the State of Nevada,  
County of DOUGLAS, described as follows:

A parcel of land situated in and being a portion of the  
Southwest 1/4 of Section 34, Township 14 North, Range 18  
East, M.D.B.&M., described as follows:

Commencing at the intersection of the Northern line of  
Subdivision 5 of Lot 3, Section 34, Township 14 North,  
Range 18 East, M.D.B.&M., of the A. COHN TRACT, a plat of  
which is recorded in the Douglas County Recorders Office,  
with the Western line of U.S. Highway 50, said point of  
beginning marked by a three inch iron pipe monument, from  
which the centerline station 299 + 35.85 P.O.T., bears  
South 89°53' East, a distance of 41.98 feet; running thence  
South 17°32' East along said Western Line of U.S. Highway  
50, a distance of 128.10 feet to an iron pipe monument;  
thence North 89°07' West, a distance of 401.42 feet to the  
TRUE POINT OF BEGINNING; thence North 89°07' West, a  
distance of 25.00 feet, the last determined point being  
herein referred to as "Point A"; thence North 89°07' West, a  
distance of 177.86 feet, more or less, to the shore line of  
Lake Tahoe; thence Northerly along said shore line of Lake  
Tahoe, a distance of 40.00 feet, more or less, to a line  
drawn North 89°07' West from a point distance North 0°07'  
East, a distance of 40.00 feet from "Point A" above  
mentioned; thence South 89°07' East along the line so drawn  
a distance of 177.30 feet, more or less, to a line drawn  
North 0°07' West from "Point A" above mentioned; thence  
North 0°07' West, a distance of 67.82 feet; thence South  
61°00' East, a distance of 28.55 feet to a line drawn North  
0°07' East from the TRUE POINT OF BEGINNING; thence South  
0°07' West a distance of 94.00 feet, more or less, to the  
TRUE POINT OF BEGINNING.

Excepting any portion of the above described property lying  
within the bed of Lake Tahoe below the line of natural  
ordinary high water and also excepting any artificial  
accretions to the land waterward of the line of natural  
ordinary high water or, if lake level has been artificially  
lowered, excepting any portion lying below an elevation of  
6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.

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LEGAL DESCRIPTION - continued  
Order No.:060500776

Assessors Parcel No. 1418-34-304-008

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE  
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT  
RECORDED JANUARY 21, 2004, BOOK 0104, PAGE 6454, AS FILE  
NO. 602489, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS  
COUNTY, STATE OF NEVADA."

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