

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00

BK-1206 PG-9531 RPTT: 0.00



APN: 1420-07-714-002

WHEN RECORDED MAIL TO:

M. DOROSTKAR, M.D.
P. O. BOX 20896
Reno, Nevada 89515

605588-19
060502187

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20th day of December, 2006, between GARRETT FRY ENTERPRISES, LLC, a Nevada limited liability company herein called TRUSTOR, whose address is 212 Elks Point Road, Zephyr Cove, Nevada 89448; STEWART TITLE OF NORTHERN NEVADA herein called TRUSTEE; and M. DOROSTKAR, M.D. an unmarried man as his sole and separate property whose address is P.O. Box 20896, Reno, Nevada 89515, herein called BENEFICIARY;

WITNESSETH:

That TRUSTOR irrevocably grants to TRUSTEE in trust, with power of sale, that certain lot, piece or parcel of land situated in the County of Douglas, State of Nevada, which said property uses the address of 961 Mica Drive, Carson City, Nevada and is more particularly described as follows, to-wit:

A parcel of land located within a portion of the Southwest 1/4 (SE 1/4) of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Parcel 1, as set forth on Parcel Map LDA-99-074 for SUNRIDGE HEIGHTS OFFICE PARK filed in the office of the County Recorder of Douglas County, State of Nevada, on January 18, 2000, Book 0100, Page 2690, Document No. 484628.

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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.

TO HAVE AND TO HOLD the same unto the said TRUSTEE, and its successors and assigns, upon the trusts hereinafter expressed namely:

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$190,000.00 with interest thereon according to the terms of the Promissory Note or notes of even date made by

TRUSTOR payable to order of BENEFICIARY, and all extensions or renewals thereof; (2) the performance of each agreement of the TRUSTOR herein contained or incorporated by reference; and (3) the payment of such additional sums and interest thereon which may hereafter be loaned or advanced to TRUSTOR or TRUSTOR's successors or assigns, when evidenced by a promissory note or notes which recite that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: TRUSTOR promises to properly care for and keep the property herein described, in good condition, order and repair; to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations 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.

SECOND: The TRUSTOR agrees to pay to the TRUSTEE, and to the BENEFICIARY, on demand, the amount of all sums of money which they may respectively pay or expend pursuant to the provisions of this Deed of Trust, or of the covenants hereof adopted by reference or any part of them, together with interest upon each of said amounts until paid from the time of payment, at the rate of NINE (9%) PERCENT per annum until said amounts have been paid.

THIRD: The following covenants numbered: 1, 2, (for the property's full insurable value with the TRUSTOR agreeing to provide BENEFICIARY with proof of coverage), 3, 4 (interest at NINE (9%) PERCENT), 5, 6, 7 (counsel fees of FIVE (5%) PERCENT), 8, and 9 of N.R.S. 107.030, are hereby adopted by reference hereto and made a part of and incorporated into this Deed of Trust.

FOURTH: 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.

FIFTH: All the provisions of this instrument shall inure to, and bind the heirs, executors, successors, and assigns of the 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.

SIXTH: TRUSTOR hereby assigns to the TRUSTEE any and all rents of the above-described premises accruing after default and hereby authorizes TRUSTEE, or a receiver to be appointed on application of TRUSTEE or BENEFICIARY, without waiving or affecting

the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of BENEFICIARY. At any TRUSTEE's sale held hereunder, TRUSTEE shall sell the property herein described as a single unit herein otherwise specifically directed and at such sale is hereby authorized to bid for BENEFICIARY or other absent person.

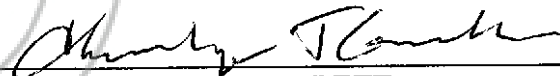
SEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTOR.

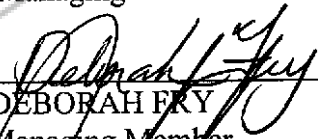
EIGHTH: If all or any part of the property or any interest in it is sold or transferred without BENEFICIARY's prior written consent, BENEFICIARY may, at his option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by BENEFICIARY if the exercise thereof is prohibited by federal law as of the date of this Trust Deed. If BENEFICIARY exercises this option, BENEFICIARY shall give TRUSTOR notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which TRUSTOR must pay all sums secured by this Trust Deed. If TRUSTOR fails to pay these sums prior to the expiration of this period, BENEFICIARY may invoke any remedies permitted by this Trust Deed without further notice or demand on TRUSTOR.

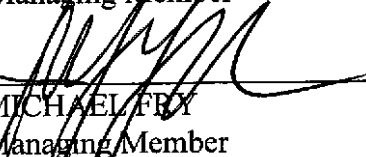
NINTH: The undersigned TRUSTOR requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to TRUSTOR at the address hereinabove set forth.

IN WITNESS WHEREOF, the undersigned on behalf of the TRUSTOR have hereunto caused their hands to be affixed hereto, the day and year first above written.

GARRETT FRY ENTERPRISES, LLC
a Nevada limited liability company

BY: 
CHRISTOPHER J. GARRETT
Managing Member

BY: 
DEBORAH FRY
Managing Member

BY: 
MICHAEL FRY
Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

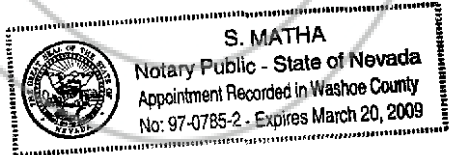
On this 20th day of December, 2006, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared CHRISTOPHER J. GARRETT as one of the three managing members of GARRETT FRY ENTERPRISES, LLC, a Nevada limited liability company known to me to be the person described in and who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.



[Handwritten Signature]
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

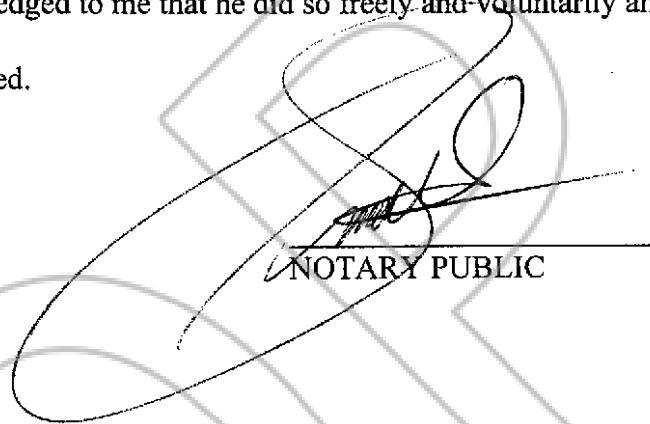
On this 20th day of December, 2006, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared DEBORAH FRY as one of the three managing members of GARRETT FRY ENTERPRISES, LLC, a Nevada limited liability company known to me to be the person described in and who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein mentioned.




[Handwritten Signature]
NOTARY PUBLIC


STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 22nd day of December, 2006, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared MICHAEL FRY as one of the three managing members of GARRETT FRY ENTERPRISES, LLC, a Nevada limited liability company known to me to be the person described in and who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC

 **S. MATHA**
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Washoe County
My Appt. Expires March 20, 2009
No: 97-076-2

 **S. MATHA**
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Washoe County
My Appt. Expires March 20, 2009
No: 97-0765-8