

RECORDING REQUESTED BY:

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11/30/2007 03:41PM Deputy: PK
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 4 Fee: 42.00
BK-1107 PG-8142 RPTT: 0.00

APN 1022-29.811-009+012,+010

WHEN RECORDED MAIL TO:
EL DORADO SAVINGS BANK
P.O. Box 1208
Placerville, CA 95667



1001460 TA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS DEED OF TRUST is made this TWENTY THIRD day of NOVEMBER 2007, among CHARLES T. FIELDS AND LINDA A. FIELDS, AS TRUSTEES FOR THE CHARLES T. AND LINDA A. FIELDS 2004 REVOCABLE TRUST, DATED 22 OCTOBER 2004

whose address is 3505 TOPAZ LANE GARDNERVILLE, NV 89410 (herein "Trustor"), El Dorado Charter Corporation, a California corporation (herein "Trustee"), and the Beneficiary, EL DORADO SAVINGS BANK, a Federally Chartered Savings Bank, whose address is 4040 El Dorado Road, Placerville, California 95667 (herein "Beneficiary").

TRUSTOR, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale, all of its present and future estate, right, title and interest in and to the following described property located in DOUGLAS County, State of NEVADA: LOTS 71, 72, 77, 78 AND 79, AS SHOWN ON THE AMENDED MAP OF TOPAZ LODGE SUBDIVISION FIRST AND SECOND SECTIONS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 16, 1958, UNDER FILE NO. 13594.

Commonly known and designated as
3505 TOPAZ LANE,
1983 AND 1987 COMSTOCK DR.
(street) GARDNERVILLE (city) NEVADA (state) 89410 (zip code)

TOGETHER with all buildings, improvements and structures now or hereafter erected on the property, and all easements, rights, appurtenances, and rights of the Trustor in and to any streets, roads or public places; development rights, air rights, water, water rights, and water stock appurtenant to the property; all fixtures of any kind on the property, including without limitation, all apparatus, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Deed of Trust; and (subject to paragraph 15 hereof) all of the rents, royalties, profits, issues and income of the property, and all of the foregoing, together with said real property, are herein referred to as the "Property".

TO SECURE TO BENEFICIARY (a) the repayment of the indebtedness evidenced by Trustor's Promissory Note of even date herewith (herein "Note") in the principal sum of THREE HUNDRED THOUSAND AND NO/100 U.S. Dollars (\$ 300,000.00), with interest thereon, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2027, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Beneficiary to Trustor pursuant to paragraph 21 hereof (herein "Future Advances") including all extensions, renewals and modifications of any Future Advances; (c) the performance of the covenants and agreements of Trustor contained in a Construction Loan Agreement between Beneficiary and Trustor of even date herewith, (herein "Construction Loan Agreement"); (d) the payment of all other sums, with interest thereon, advanced by Beneficiary to protect the security of this Deed of Trust; (e) the performance of the covenants and agreements of Trustor herein contained; and (f) at Beneficiary's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Trustor to Beneficiary, whether acquired directly or by absolute or conditional assignment, whether existing at the time of the execution of this Deed of Trust or arising thereafter, whether otherwise secured or unsecured, or whether actual or contingent, the exercise of such option by Beneficiary to be evidenced by a written notice provided to Trustor by Beneficiary.

Trustor and Beneficiary covenant and agree as follows:

- 1. Payment of Principal and Interest.** Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.
- 2. Preservation and Maintenance of Property.** Trustor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Beneficiary of and, unless otherwise directed in writing by Beneficiary, appear in and defend, at its own expense, any action or proceeding purporting to affect the Property, the security of this Deed of Trust or the rights or powers of Beneficiary. Neither Trustor nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.
- 3. Hazard Insurance.** Trustor shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Beneficiary against loss by fire, hazards included within the term "extended coverage", rent loss and such other risks as Beneficiary shall require and in such amounts and form, with deductibles and for such periods as Beneficiary shall require. All premiums on insurance policies shall be paid, at Beneficiary's option, in the manner provided under paragraph 4 hereof, or by Trustor making payment, when due, directly to the carrier, or in such other manner as Beneficiary may designate in writing. The hazard insurance policy must contain a standard mortgagee clause making losses payable to Beneficiary and containing cancellation provisions satisfactory to Beneficiary. Beneficiary shall have the right to hold the policies, and Trustor shall promptly furnish to Beneficiary all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Trustor shall deliver to Beneficiary a renewal policy in form satisfactory to Beneficiary.

In the event of loss, Trustor shall give immediate written notice to the insurance carrier and to Beneficiary. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph 3 shall require Beneficiary to incur any expense or take any action hereunder. Trustor further authorizes Beneficiary, at Beneficiary's option, (a) to hold the balance of such proceeds to be used to reimburse Trustor for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in paragraph 5 hereof.

If the insurance proceeds are held by Beneficiary to reimburse Trustor for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of proceeds upon compliance with Beneficiary's standard disbursement control procedures. If the insurance proceeds are applied to the payment of the sums secured by this Deed of Trust, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 4 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 16 hereof or if Beneficiary acquires title to the Property, Beneficiary shall have all of the right, title and interest of Trustor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

4. Funds for Taxes, Insurance and Other Charges. Subject to applicable law and unless this requirement is waived in writing by Beneficiary (which waiver may be revoked by Beneficiary), Trustor shall pay to Beneficiary on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Beneficiary), until the Note is paid in full, a sum equal to one-twelfth of (a) the yearly water and sewer district charges and taxes and assessments which may be levied against the Property, (b) the yearly premium installments for fire and other insurance as Beneficiary may require pursuant to paragraph 3 hereof, and (c) the yearly premium installments for mortgage insurance, if any, all as estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. Beneficiary may require Trustor to pay to Beneficiary, in advance, such other amounts for other taxes, charges, premiums, assessments and impositions in connection with Trustor or the Property which Beneficiary shall reasonably deem necessary to protect Beneficiary's interest. Unless otherwise provided by applicable law, Beneficiary may require such other amounts to be paid by Trustor in a lump sum or in periodic installments, at Beneficiary's option. The failure of Trustor to make any payment required hereunder shall constitute a default under this Deed of Trust.

Monies received by Beneficiary hereunder shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Beneficiary), and, at the option of Beneficiary, may be commingled with other like funds or with the general funds of the Beneficiary. Beneficiary shall apply such amounts to pay such rates, rents, taxes, assessments, insurance premiums and other impositions so long as Trustor is not in breach of any covenant or agreement of Trustor in this Deed of Trust. Beneficiary shall charge no fee for receiving, holding, accounting for or disbursing such sums, unless applicable law permits Beneficiary to charge such a fee. Unless applicable law requires interest to be paid, Beneficiary shall not be required to pay Trustor any interest, earnings or profits on the account. Lender will make such reports with respect to the impound account as are required by law. The balance of the account is hereby pledged as additional security for the obligations secured by this Deed of Trust. If the balance of the account held by Beneficiary shall exceed the amount deemed necessary by Beneficiary to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and other impositions, as they fall due, such excess shall be, at the Trustor's option, either repaid to Trustor or credited to Trustor on the monthly installments of funds due. If at any time the amount of the account held by Beneficiary shall be less than the amount deemed necessary by Beneficiary to pay water and sewer rates, taxes, assessments, insurance premiums, rents and other impositions, as they fall due, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty days after notice from Beneficiary to Trustor requesting payment thereof.

Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Beneficiary may apply, in any amount and in any order as Beneficiary shall determine in Beneficiary's sole discretion, any positive balance in the account at the time of application (a) to pay rates, rents, taxes, assessments, insurance premiums and other impositions which are now or will hereafter become due, or (b) as a credit against sums secured by this Deed of Trust. Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly credit to Trustor any balance in the account. Nothing contained herein is intended to, or shall, create a trust relationship between Beneficiary and Trustor with respect to the monies paid to Beneficiary under the provisions of this paragraph, or require Beneficiary to make any payment for which funds have not been received from Trustor.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Beneficiary from Trustor under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Trustor under paragraph 4 hereof; (b) interest payable on the Note; (c) principal of the Note; (d) interest payable on advances made pursuant to paragraph 7 hereof; (e) principal of advances made pursuant to paragraph 7 hereof; (f) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Beneficiary may apply payments received among the amounts of interest payable on the Future Advances in such order as Beneficiary, in Beneficiary's sole discretion, may determine; (g) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Beneficiary may apply payments received among the principal balances of the Future Advances in such order as Beneficiary, in Beneficiary's sole discretion may determine; and (h) any other sums secured by this Deed of Trust in such order as Beneficiary, at Beneficiary's option, may determine; provided, however, that Beneficiary may, at Beneficiary's option, apply any sums payable pursuant to paragraph 7 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 5.

6. Charges; Liens. Trustor shall pay all water and sewer rates, rents, taxes, assessments, premiums, and other impositions attributable to the Property at Beneficiary's option in the manner provided under paragraph 4 hereof or, if not paid in such manner, by Trustor making payment, when due, directly to the payee thereof, or in such other manner as Beneficiary may designate in writing. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph 6, and in the event Trustor shall make payment directly, Trustor shall promptly furnish to Beneficiary receipts evidencing such payments. Trustor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Trustor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Beneficiary's prior written permission, Trustor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

7. Protection of Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Beneficiary therein, including, but not limited to, eminent domain, insolvency, code enforcement, or debtor relief arrangements or proceedings, then Beneficiary at Beneficiary's option may, but shall not be obligated to, make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including, but not limited to, (a) disbursement of attorney's fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided in paragraph 3 hereof. Any amounts disbursed by Beneficiary pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Trustor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Trustor under applicable law. Trustor hereby covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby.

8. Causes of Action; Condemnation. All causes of action, and all sums due or payable to Trustor for injury or damage to the Property, or as damages incurred in connection with the transaction in which the loan(s) secured hereby was made, including causes of action and damages for breach of contract, fraud, concealment, or other torts, are hereby assigned to Beneficiary. Trustor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any claim, cause of action, condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim or cause of action. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary.



9. Trustor and Lien Not Released. From time to time, Beneficiary may, at Beneficiary's option, without giving notice to or obtaining the consent of Trustor, Trustor's successors or assigns or of any junior lienholder or guarantors, without liability on Beneficiary's part and notwithstanding Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Deed of Trust any part of the property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken by Beneficiary pursuant to the terms of this paragraph 9 shall not affect the obligation of Trustor or Trustor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Trustor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Trustor shall pay Beneficiary a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Beneficiary's option, for any such action if taken at Trustor's request.

10. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipt of any awards, proceeds or damages under paragraphs 4 and 8 hereof operate to cure or waive Trustor's default in payment of sums secured by this Deed of Trust.

11. Fixture Filing. Trustor hereby grants Beneficiary a security interest in all of the items specified above as part of the Property which are or are to become fixtures. This Deed of Trust will be recorded in the real estate records and constitutes a fixture filing with respect to any of the items specified above as part of the Property which are or are to become fixtures.

12. Remedies Cumulative. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity and may be exercised concurrently, independently, or successively, in any order whatsoever.

13. Transfers of the Property or Beneficial Interests in Trustor. In the event that Trustor sells, contracts to sell, gives an option to purchase, conveys, encumbers or alienates the Property, or any interest therein, or suffers his title to, or any interest in, the Property to be divested, whether voluntarily or involuntarily or in the event of a sale or transfer of beneficial interests in Trustor (if Trustor is a corporation, partnership, association, trust or other legal entity) equal to twenty-five percent (25%) or more of the beneficial ownership interests of Trustor outstanding at the date of this Deed of Trust, Beneficiary, at Beneficiary's option, and to the extent permitted by applicable law, may, without prior notice, declare all sums secured hereby, irrespective of their stated due date(s), immediately due and payable and may exercise all rights and remedies provided in this Deed of Trust.

14. Construction Loan Provisions. If the loan secured hereby, or any part thereof, is obtained for the purpose of constructing improvements on the Property, Trustor will comply with all provisions of the Construction Loan Agreement. All sums advanced by Beneficiary under the Construction Loan Agreement and all sums disbursed by Beneficiary to protect and preserve the Property, this Deed of Trust or Beneficiary's security for the performance of Trustor's obligations under the Note (prior to the completion of the improvements specified in the Construction Loan Agreement and up to the principal amount of the Note) shall be and be deemed to be disbursements under the Construction Loan Agreement and an indebtedness of Trustor secured by this Deed of Trust and shall be payable upon notice from Beneficiary to Trustor requesting payment therefor.

From time to time Trustor shall, upon request of Beneficiary, execute and deliver to Beneficiary, in such form as Beneficiary shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Trustor may have against any party supplying or who has supplied labor, materials or services in connection with such construction. In case of breach by Trustor of any obligation, covenant or agreement of the Construction Loan Agreement, Beneficiary, at Beneficiary's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Deed of Trust and invoke those remedies provided herein, or (iii) may do both.

15. Right to Collect and Receive Rents; Appointment of Receiver; Beneficiary in Possession. As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby assigns and transfers to Beneficiary all the rents, income, issues and profits from the Property. Trustor hereby authorizes Beneficiary or Beneficiary's agents, under the general assignment of rents, income, issues and profits (which is intended to be an absolute assignment and not an assignment as additional security) to receive, collect and retain the rents, income, issues and profits from the Property, and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents. Notwithstanding any other provision of this Deed of Trust, and so long as Beneficiary has not notified Trustor of a default by Trustor in the payment of any indebtedness secured hereby or in the performance of any obligation of Trustor hereunder, Trustee and Beneficiary authorize Trustor to collect and receive all rents, income, issues and profits of the Property as trustee for the benefit of Beneficiary and Trustor, to apply all amounts so collected to the payment of sums secured by this Deed of Trust in the order specified in paragraph 5 hereof and to retain the remainder, if any, for the account of Trustor. Upon notice by Beneficiary to Trustor of any default by Trustor of the occurrence of any default by Trustor in the payment of any indebtedness secured hereby or in the performance of any obligation hereunder and of Beneficiary's election to exercise its right to receive, collect and retain the rents, issues, income and rights hereunder in this Deed of Trust, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver: (a) Beneficiary shall immediately be entitled to possession of all rents, income, issues and rights of the Property as the same become due and payable, including, but not limited to, rents then due and unpaid; (b) all such rents shall be held by Trustor as trustee for the benefit of Beneficiary only and shall be paid by Trustor to Beneficiary immediately upon receipt thereof by Trustor; and (c) each tenant of the Property shall make all such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to such tenant, without any duty on the part of any such tenant to inquire further as to the existence of a default by Trustor and without any liability to Trustor for paying such rent to Beneficiary.

Upon Trustor's default in the payment of any indebtedness secured hereby or in the performance of any obligation hereunder, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts deemed by Beneficiary to be necessary and appropriate for the operation and maintenance thereof. In the event Beneficiary elects to seek the appointment of a receiver for the property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents, income, issues and profits received or collected by Beneficiary under the provisions of this paragraph will be applied: (a) first to the costs and expenses of taking possession of, operating, maintaining and preserving the Property and collecting the rents, income, issues and profits therefrom; and (b) then to the payment of any indebtedness secured by this Deed of Trust, in such order as Beneficiary, in Beneficiary's sole discretion, may determine. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor, or anyone having or claiming an interest in the Property by reason of anything done or omitted by Beneficiary under this paragraph.

If the rents, income, issues and profits from the Property are not sufficient to meet the costs, if any, incurred by Beneficiary hereunder, amounts expended by Beneficiary pursuant to this paragraph will be added to and become a part of the indebtedness secured by this Deed of Trust. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Trustor under applicable law.

16. Acceleration; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, including, but not limited to, the covenant to pay when due any sums secured by this Deed of Trust, Beneficiary at Beneficiary's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and other remedies permitted by applicable law or provided herein. Trustor acknowledges that the power of sale herein granted may be exercised by Beneficiary without prior judicial hearing. Trustor has the right to bring an action to assert the non-existence of a breach or any other defense of Trustor to



acceleration and sale. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees and costs of documentary evidence, abstracts and title reports.

If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Trustee shall give notice of default and notice of sale and shall sell the Property according to applicable law. Trustee may sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Beneficiary, in Beneficiary's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.

18. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Trustor, subject to the provisions of paragraph 13 hereof. All obligations, covenants and agreements of Trustor shall be joint and several. Any Trustor who is a married person expressly agrees that the indebtedness secured by this Deed of Trust may be satisfied by recourse to the separate property of such Trustor. In exercising any rights hereunder or taking any actions provided for herein, Beneficiary may act through its employees, agents or independent contractors as authorized by Beneficiary. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

19. **Substitute Trustee.** Beneficiary, at Beneficiary's option, may from time to time, by an instrument in writing, appoint a successor trustee to any Trustee appointed hereunder, which instrument when executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. Such instrument shall contain the name of the original Beneficiary, Trustee and Trustor hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee. If notice of default has been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee have been paid to such Trustee who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of trustee shall govern to the exclusion of all other provisions for substitution, statutory or otherwise.

20. **Statement of Obligation.** Beneficiary may collect a fee not to exceed the greater of \$50 or the maximum amount allowed by applicable law for furnishing any statement of obligation or statement regarding the condition of or balance owing under the Note or secured by this Deed of Trust.

21. **Future Advances.** Upon request of Trustor, Beneficiary, at Beneficiary's option, may make Future Advances to Trustor. Such Future Advances, with interest thereon, shall be added to, and become a part of, the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured hereby.

22. **Governing Law; Severability.** This Deed of Trust and the Note shall be governed by the law of the jurisdiction in which the property is located. In the event any paragraph, clause or provision of the Note or this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be invalid, void or unenforceable, such decision shall affect only those paragraphs, clauses or provisions as construed or interpreted, and shall not affect the remaining paragraphs, clauses or provisions of the Note or this Deed of Trust.

23. **Business Purpose.** Trustor represents and warrants that the loan evidenced by the Note has been transacted solely for the purpose of carrying on Trustor's business and that no portion of the proceeds of the loan will be used for personal, family or household purposes.

Trustor requests that copies of any notice of default and notice of sale hereunder be sent to Trustor at Trustor's address stated above.

IN WITNESS WHEREOF, TRUSTOR has executed this Deed of Trust or has caused the same to be executed by its representatives thereunto duly authorized.

CHARLES T. FIELDS AND LINDA A. FIELDS, AS TRUSTEES FOR THE CHARLES T. AND LINDA A. FIELDS 2004 REVOCABLE TRUST.
DATED 22 OCTOBER 2004

Charles T. Fields, Trustor
CHARLES T. FIELDS Trustor
TRUSTEE

Linda A. Fields, Trustor
LINDA A. FIELDS Trustor
TRUSTEE

Trustor Trustor

STATE OF Nevada County ss: Douglas

On this 26th day of November 2007, before me, the undersigned, a Notary Public for said State, personally appeared Charles T. Fields and Linda A. Fields

[] personally known to me or [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Traci E. Adams

(Reserved for official seal)

TRACI E. ADAMS
Name (typed or printed)

My Commission expires: 1/5/2011

