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APN: <u>1219-14-002-054</u>

Recording requested by and When Recorded, Mail to: Jeffrey K. Rahbeck, Esq. PO Box 435 Zephyr Cove, NV 89448 DOC # 0726630 07/14/2008 09:53 AM Deputy: DV OFFICIAL RECORD Requested By: JEFFREY K. RAHBECK

> Douglas County - NV Werner Christen - Recorder

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18.00 0.00



SHORT-FORM DEED OF TRUST WITH ASSIGNMENTS OF RENT

[Due On Sale Clause]

THIS DEED OF TRUST, made this 11th day of June, 2008, between STANLEY GULDIN, herein called TRUSTOR, and TSI TITLE ESCROW, INC., herein called TRUSTEE, and SOUTH TAHOE REFUSE COMPANY, herein called BENEFICIARY.

WITNESSETH:

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property and improvements located in Douglas County, Nevada, described on Exhibit "A", attached hereto and incorporated herein, but excluding the real property described on Exhibit "B", attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing BENEFICIARY to collect and enforce the same by any lawful means in the name of any party hereunto.

For the Purpose of Securing: (1) Performance of each agreement of TRUSTOR incorporated by reference or contained therein; (2) Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$35,000.00, executed by TRUSTOR in favor of BENEFICIARY or order; (3) Payment of such additional sums as may hereafter be advanced for the account of TRUSTOR or Assigns by BENEFICIARY with interest thereon.

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To protect the Security of this Deed of Trust, TRUSTOR Agrees: By execution and delivery of this Deed of Trust and the Note of even date herewith secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Official Records in the Office of the County Recorder of Douglas County, Nevada at Book 57, at Page 115 as Document No. 40050 which provisions hereby are adopted and incorporated herein and made a part herein as full as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to Provision 16, the amount of fire insurance required by Covenant 2 shall be replacement costs; interest under Covenant 4 shall be 6%, and with respect to attorneys' fees provided for by Covenant 7 the amount shall be reasonable attorneys' fees.

IN THE EVENT THE HEREIN-DESCRIBED PROPERTY, ANY PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED, ENCUMBERED, OR ALIENATED BY TRUSTOR, BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THIS HOLDER THEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, TRUSTOR CANNOT MAKE ANY CHANGES, ADDITIONS OR MODIFICATIONS WHATSOEVER TO THE IMPROVEMENTS AND/OR STRUCTURE THAT IS/ARE LOCATED ON THE REAL PROPERTY HEREINABOVE-DESCRIBED UNTIL ALL SUMS DUE AND OWING UNDER THE PROMISSORY NOTE WHICH IS SECURED BY THIS DEED OF TRUST HAVE BEEN PAID IN FULL.

The undersigned TRUSTOR requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address hereinbelow set forth.

STANLEY GULDIN 410 Diorite Road Gardnerville, NV 89460

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ACKNOWLEDGMENT

State of California County ofFL_DORADO)
On July 10, 2008 before me, PEGGY LEE JENNER, NOTARY PUBLIC (insert name and title of the officer)
who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. PEGGY LEE JENNER COMM. # 1606046 NOTARY PUBLIC-CALIFORNIA EL DORADO COUNTY MY COMM. EXP. SEPT. 12, 2009
Signature Document (Seal)

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land lying and being in a portion of the Southwest ¼ of the Southwest ¼ of Section 14, Township 12 North, Range 19 East, M.D.B. & M., in Carson Valley, Douglas County, Nevada, and more particularly described as follows, to wit:

Parcel B, as shown on that certain Keller Parcel Map, recorded March 2, 1982 in Book 382 of Official Records at page 085, Douglas County, Nevada, as Document No. 65422.

Reserving therefrom an access and utility easement twenty feet in width along the Southwesterly lot line of said parcel as set forth on the Keller Parcel Map referred to above.

Together with an easement for a roadway for ingress egress over a parcel of land 50 feet in width from the State Highway to the Southeast corner of the above described parcel, created by Document recorded December 30, 1960, in Book 4 of Official Records at Page 682, Douglas County, Nevada, as Document No. 17069, said roadway being more particularly described by metes and bounds as follows, to wit:

From the Southwest corner of Section 14, Township 12 North, Range 19 East, thence North 0°32' East a distance of 150.00 feet; thence East a distance of 147.84 feet; thence North 51°21' East, a distance of 301.30 feet to the TRUE POINT OF BEGINNING; thence North 51°21' East, a distance of 579.00 feet to a point on the Westerly right-of-way line of the State Highway; thence South 38°39' East along said right-of-way line a distance of 50.00 feet to a point; thence South 51°21' West a distance of 579.00 feet to a point; thence North 38°39' West a distance of 50.00 feet to the POINT OF BEGINNING.

The above description was previously recorded August 9, 1990 in Book 890, Page 1168, as Document No. 231983.

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EXHIBIT "B"

DESCRIPTION Guldin to Douglas County

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Section 14, Township 12 North, Range 19 East, M.D.M., more particularly described as follows:

Beginning at the Southeast corner of Parcel B of that certain Parcel Map filed for record as Document No. 65422; thence South 51°05'43" West 50.13 feet; thence along a curve concave to the Southeast with a radius of 50.00 feet, a central angle of 67°51'20", and an arc length of 59.22, the chord of said curve bears South 25°15'41" West 55.81 feet; thence South 38°39'00" East 24.32 feet to the Point of Beginning.

Containing 932 square feet, more or less.

The Basis of Bearing for this description is the bearing North 89°57'00" West along the South line of said Section 14.

