


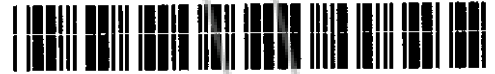
OFFICIAL RECORD

Requested By:
STEWART TITLE

A.P.N. #	1319-03-401-010
Escrow No.	1005898TA
Recording Requested By:	
	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Daniel J. Saunders	
34 Hollingsworth Road, South Croydon	
London, England CR05RP, 99999	

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 22.00
BK-0708 PG- 5227 RPTT: 0.00



**ALL INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS
(Long Form)**

THIS DEED OF TRUST made this 9th day of July, 2008, between, **Charles W. Todd, a married man, as his sole and separate property** herein called "Trustor", **Stewart Title of Nevada Holdings, Inc., a Nevada corporation** herein called "Trustee", and **Daniel J. Saunders and Davina Saunders, husband and wife, as Joint Tenants** herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in Douglas, State of Nevada, more particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

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 and profits.

For the purpose of securing (1) payment of the sum of \$445,000.00 with interest thereon according to the terms of an all inclusive promissory note of even date herewith (hereinafter "the Secured Note") made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

B. TO PROTECT THE SECURITY OF THE ALL INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

- (1) To properly care for and 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, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereon; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner which from the character or use of said property may be reasonably necessary the specific enumerations herein not excluding the general.

- (2) To provide maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with a loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
- (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 expenses, including cost of evidence of title and attorneys 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 to foreclosure this All Inclusive Deed of Trust.
- (4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest on said property or any part thereof which appear to be prior or superior hereto; (c) all allowable expenses of this Deed of 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: make or do the same in such manor and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee, being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay allowable expenses.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

C. IT IS MUTUALLY AGREED:

- (1) That any award of damages in connection with any condemnation for public use of or any injury to any property or any part thereof is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his/her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All Inclusive Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) Upon receipt of written request of Beneficiary, reciting that all sums secured hereby have been paid and upon surrender of this All-Inclusive Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described in general

terms as "the person or persons legally entitled thereto."

- (5) That as additional security Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, without bringing any action or proceeding and irrespective of whether declaration of default has been delivered to Trustee, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof. In his/her own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of the operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of said rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this All-Inclusive Deed of Trust, the Secured 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, Trustee, without demand on Trustor, shall sell said property 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. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed 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, fess and expenses of Trustee and of this Trust, including cost evidence of title, Trustee shall apply the proceeds of the sale to payment of all sums expended under the terms herein, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. However, all costs, fees and expenses set forth in this paragraph shall not be applicable to or charged by the Trustor or his successor in interest.

- (7) The Beneficiary, any successor in ownership of any indebtedness secured hereby 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 by Beneficiary and duly acknowledged, and recorded in the Office of the County Recorder of the County wherein said property is situated, shall be conclusive proof of the proper substitution of such successor Trustee(s) who shall, without conveyance from the Trustee predecessor succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this All Inclusive Deed of Trust is recorded and the name and address of the new Trustee.
- (8) That this All-Inclusive Deed of Trust applies to inure 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 pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

- (9) That Trustee accepts this trust when this All-Inclusive 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 Trustees shall be a party to unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

- (1) By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary agrees that, provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest which become due under the terms of the Senior Note(s). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the Senior Note(s) is deferred until the default under the Secured Note is cured. Should the Beneficiary default in any of the installments as to the payment of the Senior Note(s) at a time when Trustor is not in default in the performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor may make said payments directly to the holder of such Senior Note(s); any and all payments so made shall be credited to the Secured Note against the next succeeding installments of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.
- (2) Notwithstanding any covenants contained in the Senior Notes or Deed(s) of Trust securing same, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after the payment in full of the Secured Note and subsequent to the payment by the Beneficiary herein of Trustor's portion of the Senior Notes(s) which the Beneficiary herein is required to pay to the holder of said Senior Note(s).

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges or other expenses on account of the Senior Note(s) during the period of such default, the amount of such penalties, charges, and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid principal balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust is equal to or less than the unpaid principal balance of the Senior Note(s) and accrued interest thereon, the Secured Note, at the option of the Beneficiary, shall be cancelled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

- (3) Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering the destructible improvements located upon said property, are applied by the holder of the Senior Note(s) in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.
- (4) At such time as the Secured Note is paid in full, Beneficiary shall pay a sum sufficient to obtain a Reconveyance of the Senior Note(s) and Deed(s) of Trust.
- (5) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may be not more than the sum of the following amounts: (i) the equity of Beneficiary in the Note Secured hereby being the difference between the then unpaid

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balance of principal and interest accrued and unpaid on the Secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the Senior Note(s) as of the date of such foreclosure sale; plus (ii) the aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

- (6) Notwithstanding any provision to the contrary herein contained, Beneficiary for himself, his successors and his assigns agrees that, in the event of a foreclosure of this All-Inclusive Deed of Trust, he will, at the trustee's sale, offset his bid by an amount not exceeding the amount representing the total amount then due under the note secured hereby plus any advances or other disbursements which Beneficiary and his successors or assigns, may by law, be permitted to include as an offset to his bid, less the then actual total balance due upon any notes or obligations secured by any and all Deeds of Trust having priority over this All-Inclusive Deed of Trust and covering the above described real property or any portion thereof. The Trustee may rely on any statements received from Beneficiary as to the unpaid total balance, advances or disbursements, and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and Trustee, on the other hand, to the extent of such reliance.

Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the Deed(s) of Trust securing the Underlying Note(s).

Executed this 14th day of July 2008

TRUSTOR(S)

[Signature]
Charles W. Todd

BENEFICIARY (IES)

Daniel J. Saunders

Davina Saunders

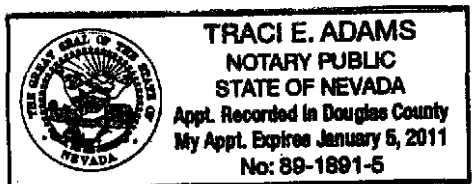
State of Nevada

}
} ss

County of Douglas

This instrument was acknowledged before me on 7/14/08
by: Charles W. Todd

Signature: [Signature]
Notary Public



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balance of principal and interest accrued and unpaid on the Secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the Senior Note(s) as of the date of such foreclosure sale; plus (ii) the aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

- (6) Notwithstanding any provision to the contrary herein contained, Beneficiary for himself, his successors and his assigns agrees that, in the event of a foreclosure of this All-Inclusive Deed of Trust, he will, at the trustee's sale, offset his bid by an amount not exceeding the amount representing the total amount then due under the note secured hereby plus any advances or other disbursements which Beneficiary and his successors or assigns, may by law, be permitted to include as an offset to his bid, less the then actual total balance due upon any notes or obligations secured by any and all Deeds of Trust having priority over this All-Inclusive Deed of Trust and covering the above described real property or any portion thereof. The Trustee may rely on any statements received from Beneficiary as to the unpaid total balance, advances or disbursements, and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and Trustee, on the other hand, to the extent of such reliance.

Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the Deed(s) of Trust securing the Underlying Note(s).

Executed this _____ day of _____, _____

TRUSTOR(S)

Charles W. Todd

BENEFICIARY (IES)



Daniel J. Saunders



Davina Saunders

State of Nevada

} ss

County of Douglas

This instrument was acknowledged before me on _____

by: Charles W. Todd

Signature: _____

Notary Public



State of Nevada *England* }
 & Wales }
 County of Douglas *Great Britain* } ss.

This instrument was acknowledged before me on 21st July 2008.
 by: Daniel J. Saunders and Davina Saunders

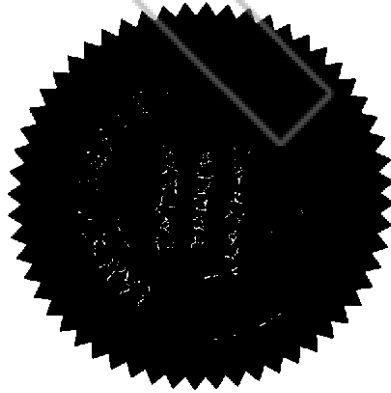
Signature: _____
 Notary Public *my commission expires at death.*

(IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS ALL-INCLUSIVE DEED OF TRUST, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT TO SAME)

*I) GB passport No. 6503 77909 in the Name of
 Daniel John Saunders.
 GB passport No. 303304862 in the
 Name of Davina Saunders.*

JANET ASPDEN
 NOTARY PUBLIC LONDON
 PHONE 0-442086812893
 FAX 0-442086818183

HARTWIG (LONDON)
 4 DINGWALL ROAD
 CROYDON CR9 3RG
 ENGLAND



REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

The undersigned is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Stewart Title of Nevada Holdings, Inc., a Nevada corporation, Trustee:

Dated: _____

Please mail Deed of Trust, Note and Reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE that it secures. Both must be delivered to the Trustee for cancellation before conveyance will be made.

(One Inch Margin on all sides of Document for Recorder's Use only)

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BK- 0708
PG- 5234
07/24/2008

EXHIBIT "A"

A parcel of land situated, lying and being wholly within the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 13 North, Range 19 East, M.D.B.&M., County of Douglas, State of Nevada, more particularly described as follows to wit:

Parcel B, as set forth on that certain Parcel Map recorded in the office of the County Recorder of Douglas County, State of Nevada on February 23, 1976 in Book 276, page 746, Document No. 87377, Official Records.

Assessors Parcel No. 1319-03-401-010



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