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OFFICIAL RECORD  
Requested By:  
WESTERN TITLE INC RIDGE  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 15 Fee: 28.00  
BK-708 PG-6134 RPTT: 0.00



AP Nos. 1318-22-002-011,  
1318-22-002-012, 1318-22-002-016,  
1318-22-002-009, 1318-22-002-015 &  
1318-22-002-102

Prepared by and when  
recorded mail to:

James L. Morgan, Esq.  
Henderson & Morgan, LLC  
4600 Kietzke Lane, Suite K228  
Reno, NV 89502

FOR THE PURPOSE OF COMPLYING WITH NRS 239B.030(4), THE  
UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT DOES NOT CONTAIN  
THE SOCIAL SECURITY NUMBER OF ANY PERSON.

**THIRD AMENDMENT TO LEASEHOLD AND FEE DEED OF TRUST,  
FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT  
OF RENTS AND NOTICE OF ADDITIONAL TERM LOAN**

THIS THIRD AMENDMENT TO LEASEHOLD AND FEE DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL TERM LOAN ("Third Amendment to Deed of Trust"), is made this 1<sup>st</sup> day of July, 2008 by and between LAKESIDE INN, INC., a Nevada corporation, hereinafter referred to as a "Trustor" and U.S. BANK NATIONAL ASSOCIATION, secured party and beneficiary (hereinafter referred to as "Beneficiary").

**W I T N E S S E T H:**

A. Trustor executed, among other instruments, a Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (hereinafter the "Original Deed of Trust"), to Western Title Company, Inc., a Nevada corporation, as trustee ("Trustee"), for the benefit of Beneficiary, dated November 15, 1999, and recorded in the Official Records of Douglas County, Nevada on November 15, 1999 in Book 1199 at Page 2357 as Document No. 0480620.

B. The Original Deed of Trust secured payment and performance under the following (among other obligations):

(i) That certain Credit Agreement dated November 15, 1999 (as amended, the "Original Credit Agreement") executed by Trustor, as Borrower, and Beneficiary, as Lender, pursuant to which, among other things, Beneficiary provided a reducing revolving credit facility to Trustor

with an initial maximum principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000.00) (the "Original Credit Facility"); and

(ii) That certain Revolving Credit Note executed by Trustor as of November 15, 1999, payable to the order of Beneficiary in the principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000.00), all for the purpose of evidencing Trustor's obligation (among other obligations) to repay amounts advanced under the Original Credit Facility, together with accrued interest thereon.

C. Trustor, Beneficiary and Guarantors entered into that certain Amended and Restated Credit Agreement dated July 14, 2003 (the "Restated Credit Agreement"), as amended by First Amendment to Amended and Restated Credit Agreement dated as of July 14, 2003 (the "First Amendment to Credit Agreement") and by Second Amendment to Amended and Restated Credit Agreement dated as of June 11, 2007 (the "Second Amendment to Credit Agreement"), pursuant to which, among other things: (i) the advanced and unpaid principal amounts under the Original Credit Facility were converted to a term loan, in the principal amount of Four Million Five Hundred Ninety-One Thousand Dollars (\$4,591,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted, increased or otherwise modified from time to time, the "Term Loan"); (ii) Beneficiary provided a revolving credit facility to Trustor with a maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Original Revolving Credit Facility"); and (iii) Beneficiary provided an additional term loan to Trustor in the principal amount of One Million Dollars (\$1,000,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted, increased or otherwise modified from time to time, the "HVAC Term Loan").

D. Pursuant to the Original Credit Agreement, as so amended, Trustor executed and delivered to Beneficiary, among other things: (i) a Term Promissory Note dated July 14, 2003, in the principal amount of Four Million Five Hundred Ninety-One Thousand Dollars (\$4,591,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Term Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay the principal amount of the Term Loan, together with accrued interest thereon; (ii) a Revolving Credit Note, dated July 14, 2003, in the maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Original RLC Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay amounts advanced under the Original Revolving Credit Facility, together with accrued interest thereon; and (iii) a Term Promissory Note dated June 11, 2007 in the principal amount of One Million Dollars (\$1,000,000.00) (as it may be renewed, extended,

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amended, restated, replaced, substituted or otherwise modified from time to time, the "HVAC Term Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay the principal amount of the HVAC Term Loan, together with accrued interest thereon.

E. The Original Deed of Trust was amended for the purpose, among other things, of confirming its security for payment and performance, by Trustor, under the Term Loan, the Original Revolving Credit Facility and the HVAC Term Loan; all pursuant to that certain First Amendment to Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents and Notice of Additional Commitment recorded in the Douglas County Official Records on July 16, 2003, in Book 0703, Page 07473, as Document No. 0583448 (the "First Amendment to Deed of Trust").

F. Trustor and Beneficiary executed and delivered a Third Amendment to Amended and Restated Credit Agreement (the "Third Amendment to Credit Agreement") for the purpose, among other things, of increasing the amount of the Original Revolving Credit Facility from Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00). The Original Revolving Credit Facility, as so modified is collectively referred to herein as the "Existing Revolving Credit Facility". Trustor's obligation to repay amounts advanced under the Existing Revolving Credit Facility, together with accrued interest thereon, is evidenced by a Revolving Credit Note (First Restated), dated as of February 21, 2008 (the "Existing RLC Note"), which amended and restated the Original RLC Note.

G. The Original Deed of Trust was further amended for the purpose, among other things, of confirming its security for payment and performance of Trustor's obligations under the Existing Revolving Credit Facility and the Existing RLC Note, all pursuant to that certain Second Amendment to Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents and Notice of Additional Commitment recorded in the Douglas County Official Records on February 21, 2008, as Document No. 719168 (the "Second Amendment to Deed of Trust"). The Original Deed of Trust as amended by the First Amendment to Deed of Trust and the Second Amendment to Deed of Trust is collectively referred to herein as the "Existing Deed of Trust".

H. Trustor and Beneficiary have entered into a Fourth Amendment to Credit Agreement, dated concurrently, or substantially concurrent, herewith (the "Fourth Amendment to Credit Agreement"), pursuant to which, among other things: (i) the amount of the Existing Revolving Credit Facility was decreased to Seven Hundred

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Fifty Thousand Dollars (\$750,000.00) (the "Revolving Credit Decrease", with the Existing Revolving Credit Facility, as so modified, and as it may be further extended, renewed, amended, restated, substituted, or otherwise modified from time to time, being collectively referred to herein as the "Revolving Credit Facility"); (ii) Lender established an additional term loan facility for the benefit of Assignor in the principal amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) (as it may be extended, renewed, amended, restated, substituted, or otherwise modified from time to time, the "Capex Term Loan"); and (iii) the Existing Credit Agreement was further amended; all as more particularly set forth therein.

I. Pursuant to the Fourth Amendment to Credit Agreement, Trustor executed and delivered to Beneficiary, among other things, concurrently, or substantially concurrent, herewith: (i) a Term Promissory Note in the principal amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Capex Term Note"), for the purpose of evidencing Trustor's obligation (among other obligations) to repay the principal amount of the Capex Term Loan, together with accrued interest thereon; and (ii) a Revolving Credit Note (Second Restated), in the maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "RLC Note"), which completely restated the Existing RLC Note, for the purpose of evidencing Trustor's obligation (among other obligations) to repay amounts advanced under the Revolving Credit Facility, together with accrued interest thereon.

J. The Existing Credit Agreement, as amended by the Fourth Amendment to Credit Agreement, and as it may further be extended, renewed, amended, restated, substituted or otherwise modified, from time to time, is hereinafter collectively referred to as the "Credit Agreement". The Term Loan, the HVAC Term Loan, the Revolving Credit Facility and the Capex Term Loan are collectively referred to, herein, as the "Bank Facilities". The Term Note, the HVAC Term Note, the RLC Note and the Capex Term Note are collectively referred to herein as the "Notes".

K. Trustor and Beneficiary wish to further amend the Existing Deed of Trust for the purpose, among other things, of: (i) providing record notice of the Fourth Amendment to Credit Agreement, the Revolving Credit Facility and the Capex Term Loan; (ii) confirming that the Existing Deed of Trust secures Trustor's payment and performance under the Credit Agreement, the Bank Facilities and the Notes; and (iii) to the extent that Trustor's payment and performance under the Bank Facilities and the Notes may not be secured by the Existing Deed of Trust, amending the Existing Deed

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of Trust to so secure such payment and performance (collectively, the "Deed of Trust Modifications").

NOW, THEREFORE, for the purpose, among other things, of: (i) amending the Existing Deed of Trust; and (ii) providing for the Deed of Trust Modifications; all as hereinafter set forth, and for other good and valuable consideration, the parties hereto do agree as follows:

1. The Existing Deed of Trust, as amended hereby, and all collateral thereby encumbered shall secure the following (collectively, the "Secured Obligations"):

A. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum of Four Million Five Hundred Ninety-One Thousand Dollars (\$4,591,000.00), which is the unpaid amount under the Term Loan; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Term Loan (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustor); and (iii) any other obligations of Trustor under the Term Note; all according to the terms and conditions of said Term Note.

B. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum which is, at any time, advanced and unpaid under the Revolving Credit Facility, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) at any one time, all on a revolving line of credit basis; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Revolving Credit Facility (all including, without limitation, interest and other charges that would accrue on such obligations, but for the filing of a petition in bankruptcy with respect to Trustor); and (iii) any other obligations of Trustor under the RLC Note; all according to the terms and conditions of said RLC Note.

C. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum of

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One Million Dollars (\$1,000,000.00), which is the principal amount under the HVAC Term Loan; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the HVAC Term Loan (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustor); and (iii) any other obligations of Trustor under the HVAC Term Note; all according to the terms and conditions of said HVAC Term Note.

D. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00), which is the principal amount under the Capex Term Loan; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Capex Term Loan (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustor); and (iii) any other obligations of Trustor under the Capex Term Note; all according to the terms and conditions of said Capex Term Note.

E. Payment and performance of every obligation, covenant, promise and agreement of Trustor contained in the Existing Deed of Trust, as amended by the Third Amendment to Deed of Trust, and as it may be further renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time (collectively, the "Deed of Trust") or incorporated into the Deed of Trust by reference (other than obligations which Trustor may have under the Deed of Trust to make payment or perform under the Environmental Certificate, which is defined in the Existing Deed of Trust), including, without limitation, reimbursement of any sums paid or advanced by Beneficiary pursuant to the terms of the Deed of Trust.

F. Payment of the expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor under the Deed of Trust, including, but not by way of limitation, reasonable attorney's fees, court costs, witness fees, expert witness fees, collection costs, Trustee's fees, foreclosure costs and reasonable costs and expenses paid by Beneficiary in performing for Trustor's account any obligation of Trustor.

G. Payment of any sums which may hereafter be owing by Trustor to Beneficiary or any of its affiliates, under the terms of any interest rate swap agreement, interest rate cap agreement, basis swap agreement, forward rate agreement, interest collar agreement or interest floor agreement to which Trustor may

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be a party, or under any other agreement or arrangement to which Trustor may be a party, which in each case is designed to protect Trustor against fluctuations in interest rates or currency exchange rates with respect to any other indebtedness secured by the Deed of Trust.

H. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor pursuant to the Credit Agreement when evidenced by a promissory note or notes which recite that the Deed of Trust is security therefor.

I. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustor contained in the Credit Agreement, excluding any obligation which Trustor may have to perform any obligations under the Environmental Certificate.

J. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustor contained in any of the Loan Documents which are defined in the Credit Agreement (other than the Environmental Certificate).

K. Future Advances (as defined by NRS 106.320, as it may be amended or recodified from time to time) in an aggregate principal amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) at any one time (collectively, the "Chapter 106 Advances"), to the extent set forth by paragraph 2 of the Third Amendment to Deed of Trust.

2. Trustor acknowledges and agrees that the obligations of Lender to advance funds under the Revolving Credit Facility are obligatory in nature, and Trustor's obligations pursuant to such advances are secured by the lien of the Deed of Trust with priority determined, in accordance with applicable law regarding obligatory advances, in each case, regardless of when such advances are made. Notwithstanding the foregoing, to the extent, and only to the extent, that: (i) any such advances are deemed to be optional (with advances so deemed being referred to herein as "Optional Advance(s)"); and (ii) this instrument continues, as of the date of such Optional Advance(s), to operate as security for Future Advances under NRS Chapter 106; then such Optional Advance(s) shall be deemed to be Chapter 106 Advances, secured by the Deed of Trust in accordance with Paragraph 1(K), above. It is the intention of Trustor and Beneficiary, and Trustor and Beneficiary hereby acknowledge and agree that, to the extent, and only to the extent, that the Deed of Trust secures any Chapter 106 Advances in accordance with the foregoing provisions: (i) it shall constitute an "Instrument" (as defined in NRS 106.330 as amended and recodified from time to time) which secures the Chapter 106 Advances and which is

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governed pursuant to NRS 106.300 through 106.400 as amended and recodified from time to time, with the priority set forth in NRS 106.370(1) as amended and recodified from time to time; and (ii) the lien and security interest of the Deed of Trust as security for the Chapter 106 Advances shall be in addition to, and not in place of, the lien and security interest of the Deed of Trust as security for the other Secured Obligations. Paragraph 1(K) above, shall supercede Paragraph 1(J) of the Second Amendment to Deed of Trust, and this Paragraph 2 shall supercede Paragraph 2 from the Second Amendment to Deed of Trust.

3. All references which are made herein, and in the Existing Deed of Trust, to:

"Bank Facilities" shall mean a collective reference to the Term Loan, the Revolving Credit Facility, the HVAC Term Loan and the Capex Loan.

"Credit Agreement" shall have the meaning set forth by Recital J of the Third Amendment to Deed of Trust.

"Deed of Trust" shall have the meaning set forth by Paragraph 1 of the Third Amendment to Deed of Trust.

"Note" shall mean a collective reference to the Term Note, the RLC Note, the HVAC Term Note and the Capex Note.

"Secured Obligations" shall have the meaning set forth by Paragraph 1 of the Third Amendment to Deed of Trust.

4. All other trusts, covenants and agreements contained in the Existing Deed of Trust are hereby specifically referred to by this reference and are incorporated into this instrument as though fully set forth herein, except as modified herein, it being the intent of Trustor to subject the real property, personal property and all other collateral described in the Existing Deed of Trust and in the Second Amendment to Deed of Trust, including, without limitation, the real property described on "Exhibit A" attached hereto and, by this reference, incorporated herein, to all of the same trusts, covenants and agreements to the same extent and with the same force and effect as though fully restated herein.

5. This Third Amendment to Deed of Trust may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute but one and the same document.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

**TRUSTOR:**

LAKESIDE INN, INC.,  
a Nevada corporation

By *Alonzo Rusk*  
Alonzo Rusk,  
President

**BENEFICIARY:**

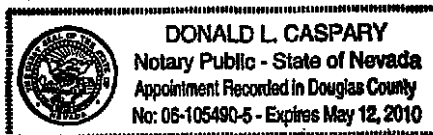
U.S. BANK National Association,  
as Agent Bank

By *Teresa Courrier*  
Teresa Courrier,  
Vice President

STATE OF NEVADA            )  
  ) ss  
COUNTY OF Douglas )

This instrument was acknowledged before me on July 8<sup>th</sup>, 2008, by ALONZO RUSK as President of LAKESIDE INN, INC.

*Donald L. Caspary*  
Notary Public



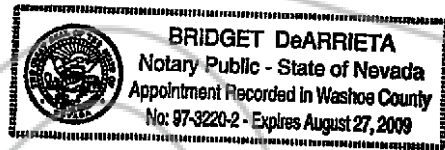
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STATE OF NEVADA     )  
                                  ) ss  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on July 8, 2008, by  
TERESA COURRIER as Vice President of U.S. BANK NATIONAL ASSOCIATION.

*Bridget de Arrieta*  
Notary Public



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### Legal Description

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

Those portions of the Southeast Quarter of Section 22, and of the Southwest Quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., particularly described as follows:

#### PARCEL 1

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 299.11 feet to the TRUE POINT OF BEGINNING;

thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 75.45 feet (of Record 75.43 feet);

thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 382.78 feet (of Record 385.40 feet) to a point on the West side of said Highway right-of-way line;

thence from a tangent bearing South 19°29'03" West curving to the right along the Westerly side of said Highway right-of-way line with a radius of 2,460.00 feet through an angle of 01°44'49", a distance of 75.00 feet to a point;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 382.78 feet to the POINT OF BEGINNING.

#### PARCEL 2

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

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**EXHIBIT "A"**

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thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);  
thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 198.04 feet to the TRUE POINT OF BEGINNING;  
thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 101.07 feet to a point;  
thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 382.78 feet to a point on the West side of said Highway right-of-way line;  
thence from a tangent bearing South 21°14'21" West curving to the right along the Westerly side of said Highway right-of-way line with a radius of 2,460 feet through an angle of 02°19'45", a distance of 100.00 feet (of record 100.01 feet), to a point;  
thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 375.67 feet (of Record 375.68 feet) to the TRUE POINT OF BEGINNING.

**PARCEL 3**

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.70 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;  
thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);  
thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet to the POINT OF BEGINNING;  
thence continuing North 18°23'35" East (of Record North 18°24'08" East), a distance of 76.07 feet;  
thence South 60°56'54" East (of Record South 61°00'00" East), a distance of 175.68 feet;  
thence South 24°26'47" West, a distance of 75.00 feet;  
thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 167.64 feet to the POINT OF BEGINNING.

**PARCEL 4**

COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the

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Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 219.99 feet (of Record 220.00 feet), to the POINT OF BEGINNING;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 129.99 feet (of Record 130.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet;

thence South 61°00'00" East, along the Westerly boundary of Parcel 3 above, a distance of 130.00 feet;

thence South 18°23'35" West (of Record South 18°24'08" West), a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

#### **PARCEL 5**

COMMENCING at the Section corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence South 60°13' West, a distance of 127.20 feet to a point of the Westerly 80 foot right-of-way line of Nevada State Route #3;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet) to a point;

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 374.56 feet (of Record 374.54 feet) to the TRUE POINT OF BEGINNING;

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 291.45 feet (of Record 291.82 feet) to a point;

thence South 61°52'31" East, a distance of 371.50 feet (of Record 371.52 feet) to a point on the Westerly right-of-way line of Nevada State Route #3;

thence from a tangent that bears South 12°29'45" West curving to the right along the Westerly 80 foot right-of-way line of Nevada State Route #3, with a radius of 2,460 feet through an angle of 06°59'48", an arc distance of 300.41 feet to a point;

thence North 60°56'54" West (of Record 61°00'00" West), a distance of 385.40 feet to the POINT OF BEGINNING.

#### **PARCEL 6**

All that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 22, Township 13 North, Range 18 East, M.D.B. & M., that is described as follows:

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COMMENCING at a point on the West side of the Highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00'00" West), a distance of 349.98 feet (of Record 350.00 feet);

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 685.94 feet (of Record 686.36 feet), to the TRUE POINT OF BEGINNING;

thence South 61°00'22" West (of Record North 61°00' West), a distance of 100.06 feet (of Record 100.00 feet);

thence North 18°23'35" East (of Record North 18°25'47" East), a distance of 100.60 feet (of Record 141.26 feet);

thence North 61°11'11" West (of Record North 61°11' West), a distance of 100.00 feet;

thence South 18°23'35" East, 90.11 feet (of Record 140.95 feet), to the POINT OF BEGINNING.

Prior recorded documents except any portion of said Parcel lying within the right-of-way line of Kahle Drive, as follows:

RESERVING THEREFROM that certain 40 foot wide strip of land along the North line of the above described Parcel as reserved in the Deed recorded April 13, 1954, in Book B-1 of Deeds, at Page 74.

#### **PARCEL 7**

COMMENCING at a point on the West side of the Highway right-of-way line created by a Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West, a distance of 127.20 feet from the Section corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B. & M.;

thence North 60°56'54" West (of Record North 61°00' West), a distance of 169.99 feet (of Record 170.00 feet), to the TRUE POINT OF BEGINNING;

thence North 60°56'54" West (of Record North 61°00' West), a distance of 50 feet;

thence North 18°23'35" East (of Record North 18°24'08" East), a distance of 121.97 feet to the Southwesterly line of the Parcel conveyed to H.L. HAYNES and BERTHA

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E. HAYNES, by Deed recorded January 9, 1958, under File No. 12864, Douglas County, Nevada Records;  
thence South 60°56'54" East (of Record South 61°00' East), a distance of 50 feet;  
thence South 18°23'35" West (of Record South 18°24'08" West) a distance of 121.97 feet to the TRUE POINT OF BEGINNING.

**PARCEL 8**

Lots 1 through 12 inclusive, in Block 1, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada, on February 4, 1959, as Document No. 14030.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents, recorded in the office of the County Recorder of Douglas County, Nevada on November 15, 1999, in Book 1199, Page 2357, as Document No. 480620, of Official Records.

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