

APN: 1418-11-412-021

When Recorded, Mail To:
Joyce Robin Powell, Trustee
199 St. Albans Place
Carson City, NV. 89703

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 22.00
BK-1008 PG- 885 RPTT: 0.00



SHORT-FORM DEED OF TRUST WITH ASSIGNMENTS OF RENT
[Due On Sale Clause]

THIS DEED OF TRUST, is made this 30th day of September, 2008, between TLB PROPERTIES NEVADA, LLC, a Nevada limited liability company (herein called "TRUSTOR"), TSI TITLE & ESCROW, INC. (herein called "TRUSTEE"), and JOYCE R. POWELL, Trustee Under the Joyce Robin Powell Trust Agreement dated April 4, 1995 (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 as:

Parcel 1: Lot 99 Block E as shown on the map of AMENDED MAP OF GLENBROOK UNIT NO. 2-2nd AMENDED, filed in the Office of the Recorder of Douglas County, Nevada on October 13, 1978, in Book 1078, Page 999 as Document No. 26250 of Official Records of Douglas County, Nevada, and also shown on the SECOND AMENDED MAP OF GLENBROOK UNIT NO. 2, filed in the Office of the Recorder on January 30, 1980, in Book 180, Page 1512 as Document No. 41035 Douglas County, Nevada, records.

Parcel 2: The exclusive right to use for garage purposes that parcel designated as garage easement that is appurtenant to Parcel 1.

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 such default without cure at which time the BENEFICIARY is authorized 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 herein; (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 \$800,000.00, 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.

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 (15) 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; except as provided in Item No. 3 of the Deed of Trust that TRUSTOR will observe and perform said provisions; and the references to property, obligations, and parties set forth in this Deed of Trust. The parties agree that with respect to Provision 15, 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, CONVEYED 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 THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

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.

TRUSTOR:
TLB PROPERTIES NEVADA, LLC,
a Nevada Limited Liability Company

By: Tamra L. Brown, Manager
Tamra L. Brown, Manager

Address of Trustor:

TLB Properties Nevada LLC
1801 Valley Vista Ct.
Columbia, MO. 65203

VICKY SAPP
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: July 09, 2011
Commission Number: 07387442

Vicky Sapp
10/1/08

ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

On the 1 day of October, 2008, personally appeared before me, a Notary Public, in and for said County and State, TAMRA L. BROWN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

Vicky Sapp

NOTARY PUBLIC

VICKY SAPP
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: July 09, 2011
Commission Number: 07387442

The following is a copy of the provisions (1) to (15) inclusive, of the Deed of Trust, recorded in Douglas County, Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To protect the security of this 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 affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to the restoration or repair of property, if the restoration or repair is economically feasible and the Lenders security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had the opportunity to inspect such property to insure the work has been completed to the Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progressive payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters or third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of the Borrower. If the restoration repairs is not economically feasible and the security would be lessened, the insurance proceeds shall be applied towards to sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to the Borrower.

4. The Trustor promises and agrees that if, during the existence of this Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as a defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.

8. Trustee may, at any time, or from time to time, without liability therefore, and without notice, upon written request of Beneficiary and presentation of this 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 or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith. Trustee shall obtain written consent of the Trustor prior to taking any of the actions described in this paragraph.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto", and Trustee is authorized to retain this Deed of Trust and Note.

a. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice shall cause to be filed for record) and shall

surrender to Trustee this Deed, the Notes and all documents evidencing any expenditure secured hereby.

b. After three months have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may either be in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

c. The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waive any and all other demands or notices as conditions precedent to sale of such personality.

d. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

e. At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels, at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, nor then repaid, with accrued interest at the rate of six percent (6%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any reconveyance executed by such sole Trustee of such

requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

12. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

13. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

14. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural and the term "Beneficiary" shall include any future holder, including pledgees, of the Note secured hereby.

15. Where not inconsistent with the above following covenants: 1, 2 (replacement costs); 3, 4 (6%); 5, 6, 7 (reasonable attorneys' fees); 8, of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

REQUEST FOR FULL CONVEYANCE

TO: TSI TITLE & ESCROW, INC.:

The undersigned is the legal owner and holder of the Note and all indebtedness secured by the foregoing Deed of Trust. All sums secured by said Deed of Trust have 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 evidence 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 designed by the terms of said Deed of Trust, the estate now held by you under the same name.

DATED: _____

DATED: _____

**Please mail this Deed of Trust,
Note and Reconveyance to:**

