

APN Nos. 1318-22-002-009, 1318-22-002-011,
1318-22-002-015, 1318-22-002-016,
and 1318-22-002-102 and
1318-22-002-012

WHEN RECORDED MAIL TO:

BANK OF THE WEST
Bank of the West
Documentation Center (South)
1977 Saturn Street
Monterey Park, California
Loan # _____

Escrow Number 8009520A-RR

The undersigned hereby affirm(s) that this document,
including any exhibits, submitted for recording does not
contain the social security number of any person or
persons. (Per NRS 239B.030)

DOC # 740429
03/30/2009 10:24AM Deputy: GB
OFFICIAL RECORD
Requested By:
TICOR TITLE - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 31 Fee: 44.00
BK-309 PG-7033 RPTT: 0.00



**DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made as of the 20th day of March, 2009, by **LAKESIDE INN, INC.**, a Nevada corporation, dba Lakeside Inn & Casino (the "Trustor"), to **FIRST SANTA CLARA CORPORATION**, a California corporation, whose address is 1450 Treat Boulevard, Walnut Creek, CA 94596, as trustee (the "Trustee"), for the benefit of **BANK OF THE WEST**, a California banking corporation, as beneficiary (the "Beneficiary").

RECITALS:

A. Pursuant to that certain Term Loan Agreement of even date herewith (and any amendment, modification or change thereto) between Trustor, as the borrower, and Beneficiary as lender (the "Term Loan Agreement"), and that certain Revolving Line of Credit Loan Agreement of even date herewith (and any amendment, modification or change thereto) between Trustor, as the borrower, and Beneficiary as lender (the "Revolver Loan Agreement"), Beneficiary has agreed to make certain loans to Borrower on the terms and conditions set forth therein. The Term Loan Agreement and the Revolver Loan Agreement are referred to herein collectively as the "Loan Agreement". Unless the context otherwise requires, all capitalized words or terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Borrower's obligations evidenced by the Loan Agreement are required to be secured by, among other things, this Deed of Trust.

C. The parties acknowledge that certain provisions of this Deed of Trust may be subject to the laws, rules and regulations (the "Applicable Gaming Laws") of the gaming authorities of the State of Nevada (the "Gaming Authorities") and of other governmental jurisdictions, including, but not limited to, the Nevada State Gaming Control Board, the Nevada Gaming Commission and any gaming and/or liquor board for Douglas County, Nevada.

I. GRANTS AND OBLIGATIONS SECURED.

A. Grants.

1.01. Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession, all right, title and interest of Trustor now and hereafter owned by Trustor in and to that certain real property situated in the County of Douglas, State of Nevada, described in **Exhibit "A"** attached hereto and made a part hereof (the "Land"), including the leasehold estates now owned or hereafter acquired by Trustor in and to the Land under any lease relating thereto, as the same may from time to time be supplemented, modified, amended, renewed or extended, including the lease described in **Exhibit "B"** attached hereto and made a part hereof (the "Lease"), together with all right, title and interest of Trustor therein and in and to:

(a) All buildings and other improvements now or hereafter located on the Land, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock evidencing the same, all machinery, equipment (including Gaming Equipment, as hereinafter defined), appliances, furnishings, inventory, fixtures, and other property used or useable in connection with the Land and the improvements thereon, including, but not limited to, all storage tanks and pipelines, all gas, electric, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment, which have been or may hereafter be attached or affixed in any manner to any building now or hereafter on the Land (the "Improvements").

(b) All the rights, rights of way, easements, licenses, permits, entitlements, surface coverage rights and credits, impact fee credits, profits, privileges, tenements, hereditaments and appurtenances, now or hereafter in any way appertaining and belonging to or used in connection with the Land and/or the Improvements, and any part thereof or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the same.

(c) To the extent permitted by, or not prohibited by, Applicable Gaming Laws, all rentals, earnings, income deposits, accounts, accounts receivable, security deposits,



receipts, royalties, revenues, issues and profits which, after the date hereof, and while any portion of the indebtedness secured hereby remains unpaid, may accrue from the Land and/or the Improvements and any part thereof, subject, however, to the right, power and authority conferred upon Trustor to collect and apply such proceeds set forth herein, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the highest rate then payable under the Revolver Note and Term Note (defined below), in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, without limitation, attorney's fees, court costs, other litigation expenses and foreclosure expenses.

(d) All deposits made with or other security given to utility companies by Trustor with respect to the Land and/or the Improvements, and all advance payments of insurance premiums made by Trustor with respect thereto and claims or demands relating to such insurance. Any of the foregoing arising or acquired by Trustor after the date hereof, the Land, the Improvements, and the other property described in subparagraphs (a), (b), (c), and (d) of this Section 1.01 are collectively defined hereinafter as the "Property".

1.02. Trustor hereby grants a security interest to Beneficiary in all personal property and fixtures of Trustor of every kind and nature, including, without limitation, the following and any and all Proceeds thereof (sometimes all of such being collectively referred to herein as the "Collateral"):

(a) To the extent permitted by, or not prohibited by, Applicable Gaming Laws, all existing and future tangible personal property located on the Property, or wherever located, now owned or hereafter acquired by Trustor and used or useable in connection with the use, operation or occupancy of the Property including, but not limited to, all Goods, Inventory, Accounts, Instruments, Deposit Accounts, Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), Chattel Pater, Commercial Tort Claims, Securities and all other Investment Property, Supporting Obligations, copyrights, marks, patents, Software and software licensing rights, appliances, furniture, furnishings, fittings, materials, supplies, Equipment (including Gaming Equipment, as hereinafter defined), and all renewals or replacements thereof or articles in substitution thereof;

(b) all General Intangibles relating to design, development, operation, management and use of the Property (except, with respect to Casino Licenses, as prohibited by Applicable Gaming Laws), including, but not limited to, (i) all names under which or by which the Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, impact fee credits, surface coverage rights and credits, approvals and consents issued or obtained in connection with the operation and use of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, including Casino Licenses (except to the extent prohibited by Applicable Gaming



Laws), (iv) all materials prepared for filing or filed with any governmental agency, and (v) all of Trustor's rights under any contract in connection with the development, design, use, operation and management of the Property;

(c) all construction, service, engineering, consulting, leasing, architectural and other similar contracts of any nature as such may be modified, amended or supplemented from time to time, concerning the management, operation, occupancy, use, and/or disposition of any portion of or all of the Property;

(d) all architectural drawings, plans, specification, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property;

(e) all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the operation, occupancy, use and disposition of any portion of or all of the Property;

(f) all proceeds and claims arising on account of any damage to or taking of the Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property;

(g) all policies of, and proceeds resulting from, insurance relating to the Property or any of the above collateral, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof;

(h) all shares of stock or other evidence of ownership of any part of the Property that is owned by Trustor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property;

(i) all right, title, and interest of Trustor in, under, and to any interest rate derivative transaction or interest rate "swap" transaction, whether now existing or hereafter arising [including, without limitation, (I) any transaction entered into under Paragraph 2.2(ii) of the Term Note (defined below), (II) any transaction constituting an interest rate cap, collar, floor, swap, swaption, forward foreign exchange transaction, currency swap, cross-currency swap, currency option, forward rate transaction, basis swap, or interest rate option, (III) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities under any Master Agreement, and (IV) any other transaction involving an interest rate protection product, agreement, or other derivatives contract or option related to the foregoing or combination of the foregoing], including, without limitation, all of Trustor's right, title, and interest in, to, and under all related contracts, agreements,



accounts, General Intangibles, rights to payment, and investment property, whether or not any such transaction is governed by or subject to any master agreement, and

(j) all deposit accounts held by or for the benefit of Trustor (including, without limitation, all deposit accounts kept by Trustor with Beneficiary), and all Proceeds (including Cash Proceeds and Non Cash Proceeds) of the sale or other disposition of all or any part of the estate of Trustor in and to the Property now or hereafter existing thereon.

The personal property in which Beneficiary has a security interest includes goods which are or shall become fixtures on the Land. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Nevada Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Land is located. In that regard, the following information is provided:

Name of Debtor: **LAKESIDE INN, INC., a Nevada corporation, dba Lakeside Inn & Casino**

Address of Debtor: See Paragraph 5.12

Debtor's State of Nevada
Organizational Filing
Number: **C7359-1984**

Name of Secured Party: **BANK OF THE WEST, a California banking corporation**

Address of Secured Party: See Paragraph 5.12

All capitalized words or terms used in Section 1.02 and not otherwise defined therein shall have the meanings ascribed thereto in the Nevada Uniform Commercial Code. Trustor warrants and agrees that there is no financing statement covering the foregoing Collateral, the Property, or any part thereof, on file in any public office, except for those in favor of Beneficiary and those to be released upon the recordation hereof.

1.03. Trustor hereby assigns and transfers to Beneficiary, as additional security, all damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property, with the right in Beneficiary to receive and receipt therefor, and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not



be required to do so.

B. Definitions of Certain Terms.

1.04. As used herein, the following words or terms shall have the following meanings:

“Applicable Gaming Laws” has the meaning set forth in Recital C above.

“Casino” means a gaming establishment owned, directly or indirectly, by Trustor and any hotel, building, restaurant, theater, amusement park, other entertainment facility, parking facilities, retail shops, land, equipment and other property asset directly ancillary thereto and used or to be used in connection therewith.

“Casino License” means any material license, franchise or other approval or authorization required to own, lease or operate a Casino, or otherwise conduct gaming in any jurisdiction in which Trustor conducts, or proposes in good faith to conduct, gaming business, including any applicable liquor license.

“Gaming Authorities” has the meaning set forth in Recital C above.

“Gaming Equipment” means all equipment and supplies used in the operation of a Casino, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, and all other gaming devices (as defined in NRS 463.0155), cashless wagering systems (as defined in NRS 463.014) and associated equipment (as defined in NRS 463.0136).

C. Obligations Secured.

1.05. This Deed of Trust is given for the purpose of securing, in such order of priority as Beneficiary may determine:

(a) Payment of the indebtedness evidenced by a Promissory Note of even date herewith, and any renewals, extensions, modifications or amendments thereof, in the original principal amount of **ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00)** (the “Revolver Note”), executed by Trustor and payable to Beneficiary, together with interest thereon and late charges as provided therein, which is made a part hereof by reference. The Revolver Note evidences a revolving line of credit loan and funds may be advanced by Beneficiary, repaid by Trustor, and subsequently readvanced by Beneficiary. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures a maximum principal amount specified above, plus all interest, costs and attorneys' fees as specified in the Revolver Loan Agreement. All advances under the Revolver Note and the Revolver Loan Agreement (collectively, the “Revolver Documents”) by Beneficiary are obligatory and are secured by this Deed of Trust. All such obligatory advances and



interests and fees thereon will have the same priority as the funds initially advanced under the Revolver Documents. The unpaid balance of the Revolver Note may at certain times be zero. Notwithstanding this fact, Beneficiary is obligated under the terms of the Revolver Loan Agreement and the Revolver Note to advance to Borrower funds as specified therein. Therefore, the interest of the Beneficiary will remain in full force and effect, notwithstanding a zero balance under the Revolver Note.

(b) Payment of the indebtedness evidenced by a Promissory Note of even date herewith, and any renewals, extensions, modifications or amendments thereof, in the original principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$6,500,000.00)** (the "Term Note"), executed by Trustor and payable to Beneficiary, together with interest thereon and late charges as provided therein, which is made a part hereof by reference. This Deed of Trust shall secure the maximum principal amount specified above, plus all interest, costs and attorneys' fees as specified in the Term Loan Agreement. All advances under the Term Note and the Term Loan Agreement (collectively, the "Term Documents") by Beneficiary are obligatory and are secured by this Deed of Trust. All such obligatory advances and interests and fees thereon will have the same priority as the funds initially advanced under the Term Documents. The Revolver Documents and the Term Documents are referred to herein collectively as the "Loan Documents". Both the Revolver Note and the Term Note contain provisions for changes in the rate of interest charged thereunder from time to time as therein provided.

(c) Payment and performance of any and all obligations of Trustor to Beneficiary arising under the SWAP Agreement (as defined in the Loan Agreement), or in connection with any other transaction now existing or hereafter entered into between Trustor and Beneficiary which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, including without limitation, any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities under any Master Agreement, and whether or not any such transaction is governed by or subject to any master agreement.

(d) Payment of such further sums as Borrower, Trustor, or any successor in ownership, hereafter may borrow from Beneficiary when evidenced by another note or notes, reciting it is so secured, payable to Beneficiary or order and made by Borrower, Trustor, or any successor in ownership, and all renewals, extensions, modifications or amendments of such note or notes.



(e) Payment of all other moneys herein agreed or provided to be paid by Trustor and performance of all other obligations of Trustor contained herein and in the Term Loan Agreement and Revolver Loan Agreement, and any amendment, modification or change hereto or thereto, and any other loan documents executed in connection with the Revolver Loan Agreement and/or the Term Loan Agreement, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the highest rate then payable under the Revolver Note and the Term Note, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, without limitation, attorney's fees, court costs, other litigation expenses and foreclosure expenses.

(f) Performance of each agreement of Trustor and/or Borrower contained in any other agreement given by Trustor and/or Borrower to Beneficiary which is for the purpose of further securing any indebtedness or obligation secured hereby.

II. COVENANTS OF TRUSTOR.

A. Condition and Operation of Property.

2.01. Trustor agrees (i) to keep the Property in good condition and repair; (ii) not to commit or permit any waste or deterioration of such Property; (iii) not to commit or permit any removal, demolition or alteration of the Property except for such alterations as may be required by law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over such Property, including, but not limited to, Applicable Gaming Laws of the Gaming Authorities, other than as contemplated under the Loan Agreement; (iv) to complete in good and workmanlike manner any construction or restoration which may be performed on the Property; (v) to promptly restore any portion of the Property which may be damaged or destroyed; (vi) not to permit any mechanics' or materialmen's liens against the Property; and (vii) to perform each of Trustor's obligations set forth in the Loan Agreement.

2.02. Trustor shall not commit, permit or allow to exist, any violation of any law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Property or of any matter of record affecting the Property.

2.03. Trustor shall maintain, or cause to be maintained, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Property, whether such income or expense be realized by Trustor or by any other person or entity whatsoever excepting persons unrelated to and unaffiliated with Trustor.

B. Insurance.

2.04. Trustor shall, at all times, provide, maintain and keep in force all of the following:



(a) A policy or policies of commercial general liability insurance with respect to the Property, including but not limited to owners and contractors liability, contractual liability, personal injury, completed operations, and broad form property damage, insuring Trustor and Beneficiary, as their interests may appear, against loss for any occurrence resulting in bodily injury to or the death of one or more persons and consequential damages arising therefrom and property damage involving injury or destruction of the tangible property of third parties in the amount of no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. All policies should be on an "occurrence" basis with Beneficiary named as an additional insured under such policy or policies.

(b) A policy or policies of extended fire and hazard insurance insuring the Property against loss or damage on an "All-Risk" basis and against such other risks or hazards as Beneficiary may from time to time reasonably designate in the amount of not less than 100% of the full replacement value of any improvements constructed on the Property without deduction for physical depreciation. Beneficiary shall be named as Loss Payee under such policy or policies.

(c) If requested by Beneficiary, flood insurance upon the Property in the event that such insurance is available pursuant to the provisions of the Flood Disaster Protection Act of 1973 or other applicable legislation. Beneficiary shall reserve the right to require that Trustor secure flood insurance in excess of the amount provided by the Flood Disaster Protection Act of 1973, if such insurance is commercially available, up to the amount provided in Paragraph 2.04(a) hereof.

(d) If requested by Beneficiary, statutory workers' compensation insurance (including employer's liability in amounts required by the State Industrial Insurance System and, if applicable, insurance covering claims of workers against employers arising under Federal law) covering Trustor and employees of Trustor, in such form as is reasonably satisfactory to Beneficiary and in amounts not less than any minimum amounts established by law.

(e) Such other insurance, and in such amounts, as may from time to time be reasonably required by Beneficiary.

Such insurance policies shall be updated at Beneficiary's request, but not less frequently than annually until full repayment of all sums and indebtedness secured by this Deed of Trust.

2.05. All policies required by Paragraph 2.04 shall (i) be issued by companies duly qualified and licensed to do such business in the State of Nevada and approved by Beneficiary, (ii) shall be subject to the reasonable approval of Beneficiary as to the insuring companies, amount, content and forms of policies and expiration dates, (iii) contain a Non-Contributory Standard Mortgage Clause and the Lender's Loss Payable Endorsement (Form 438 BFU NS), or their



equivalents, in favor of Beneficiary, (iv) provide that the proceeds thereof shall be payable to Beneficiary (to the extent of its interest) (v) provide that it cannot be modified or cancelled, to the extent that such modification or cancellation substantially effects the Property, or Beneficiary's interest thereon, without thirty days' prior written notice to Beneficiary, and (vi) be primary and non-contributory with any other insurance of Beneficiary.

2.06. Trustor shall furnish to Beneficiary a certificate of each policy required under Paragraph 2.04 and, at least thirty days prior to expiration of any such policy, proof of issuance of a policy continuing in force the coverage provided by the expiring policy. In the event Trustor shall fail to maintain the insurance coverage required by this Deed of Trust, Beneficiary may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Beneficiary shall become an additional obligation of Trustor to Beneficiary, which amounts, together with interest thereon at the rate of 15% per annum, Trustor agrees to pay.

2.07. After the happening of any casualty insured against under Paragraph 2.04, Trustor shall give prompt written notice thereof to Beneficiary.

2.08. Trustor hereby assigns to Beneficiary all insurance proceeds which it may be entitled to receive and such proceeds shall be delivered to and held by Beneficiary to be applied to the restoration of any portion of the Property that has been damaged or destroyed to the same condition, character and value as existed prior to such damage or destruction so long as the following conditions have been satisfied: (i) Trustor is not in default hereunder; (ii) Beneficiary's security is not materially impaired; and (iii) Trustor deposits with Beneficiary any additional amounts necessary to accomplish such restoration. The proceeds disbursed for restoration will be released to Trustor under procedures reasonably required by Beneficiary. In the event that the above conditions are not satisfied, Beneficiary shall have the option to apply the insurance proceeds upon any indebtedness secured hereby in such order as Beneficiary may determine or release such proceeds to Trustor without such release being deemed a payment of any indebtedness secured hereby, rather than to apply such proceeds to the restoration of the Property. 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. If the Property is restored at a cost less than the available insurance proceeds and deposits, then such excess proceeds and deposits shall, if Trustor is not then in default hereunder, be paid over to Trustor.

2.09. In the event of the foreclosure of this Deed of Trust or other transfer of the title to the Property in extinguishment, in whole or in part, of the indebtedness secured hereby, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee to the extent that such insurance policy affects the Property.

C. Payments.



2.10. Trustor shall pay the principal, interest and other charges due under the Revolver Documents and the Term Documents according to their terms.

2.11. Trustor shall pay or cause to be paid:

(a) Subject to any right of contest contained in the Loan Agreement, prior to the assessment of any penalty or delinquency, all taxes, assessments and other governmental or public charges affecting the Property, including assessments on appurtenant water stock, and any accrued interest, cost and/or penalty thereon and shall submit paid receipt therefor to Beneficiary upon request.

(b) When due, all encumbrances (including any debt secured by deed of trust), ground rents, liens, and/or charges, with interest, on the Property or any part thereof which appear to be prior or superior hereto and all costs, fees and expenses related thereto.

(c) When due, all charges for utilities or services including, but not limited to, electricity, gas, water and sewer.

2.12. At the request of Beneficiary following the occurrence of and during the continuance of an Event of Default under either the Term Loan Agreement or the Revolver Loan Agreement, Trustor shall pay to Beneficiary on the first day of each month, together with and in addition to payments due on the indebtedness secured hereby and the regular installments of principal and interest due under the Term Note and the Revolver Note, until the indebtedness secured hereby is paid in full, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments, insurance premiums, and other similar charges as estimated by Beneficiary to be sufficient to enable Beneficiary to pay at least thirty (30) days before they become due, all taxes, assessments, insurance premiums, and other similar charges against the Property. Beneficiary shall not be obligated to pay interest on any such sums. Upon demand of Beneficiary, Trustor shall deliver to Beneficiary such additional sums, at such times and in such amounts as permitted by applicable law, as are necessary to enable Beneficiary to pay such taxes, assessments, insurance premiums and similar charges. Provided that there then exists no Event of Default under either the Term Loan Agreement or the Revolver Loan Agreement, Beneficiary shall apply such sums to the payment of taxes, assessments and/or insurance premiums, as appropriate.

2.13. Trustor shall pay immediately, upon demand, after expenditure, all sums expended or expenses incurred by Trustee and/or Beneficiary under any of the terms of this Deed of Trust, including without limitation, any fees and expenses (including reasonable attorneys' fees) incurred in connection with any reconveyance of the Property or any portion thereof, or to compel payment of any indebtedness secured hereby (including, without limitation, the Term Note, the Revolver Note, or any portion of the indebtedness evidenced thereby or in connection with any default thereunder), including without limitation attorneys' fees incurred in any bankruptcy or judicial or nonjudicial foreclosure proceeding, with interest from date of expenditure at the interest rate of fifteen percent (15%) per annum.



2.14. Trustor shall pay the reasonable amount demanded by Beneficiary or its authorized servicing agent for any statement regarding the obligations secured hereby; provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

D. Leasehold Mortgage Provisions.

2.15. Trustor hereby warrants and represents as follows with respect to any portion of the Land in which it holds a leasehold estate:

(a) The Lease is in full force and effect, unmodified by any writing or otherwise, except as has been specifically disclosed to Beneficiary;

(b) All rent, additional rent, and other charges reserved in the Lease have been paid to the extent they are payable as of the date hereof;

(c) Trustor enjoys the quiet and peaceful possession of the Land pursuant to the terms of such Lease;

(d) Trustor is not in default under any of the terms of the Lease, and, to the best of such Trustor's knowledge, there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default under the Lease; and

(e) To the best of Trustor's knowledge the lessor under the Lease (the "Lessor") is not in default under any of the terms or provisions thereof on the part of the Lessor to be observed or performed.

2.16. Trustor further covenants and agrees as follows:

(a) Trustor shall promptly and faithfully observe, perform, and comply with all the terms, covenants, and provisions of the Lease on Trustor's part to be observed, performed, and complied with, at the times set forth in the Lease, without any allowance for grace periods, if any;

(b) Trustor shall not do, permit, suffer, or refrain from doing anything as a result of which there could be a default under or breach of any of the terms of the Lease;

(c) Except for renewals, extensions and rent re-determinations pursuant to the terms of the Lease, Trustor shall not cancel, surrender, modify, amend, or in any way alter or permit the alteration of any of the terms of the Lease without the prior written consent of Beneficiary;



(d) Trustor shall give Beneficiary immediate notice of any default by any party to the Lease and promptly deliver to Beneficiary a copy of each notice of default received by Trustor in connection with the Lease;

(e) Trustor shall furnish to Beneficiary copies of such information and evidence as Beneficiary may reasonably require concerning Trustor's due observance, performance, and compliance with the terms, covenants and provisions of the Lease; and

(f) Any material default by Trustor under the Lease shall constitute a default hereunder.

2.17. Trustor agrees that the fee title and the leasehold estate in the Land under the Lease held by Trustor shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the Lessor thereunder, Trustor, or a third party, whether by purchase or otherwise. If Trustor acquires the fee title or any other estate, title, or interest in the Land, or any part thereof, the lien of this Deed of Trust shall attach to, encumber, and be a lien upon such acquired estate, title, or interest, with the same force and effect as if specifically encumbered herein. Trustor agrees to execute all instruments and documents which Beneficiary may reasonably require to ratify, confirm, and further evidence Beneficiary's lien on the acquired estate, title, or interest. Furthermore, Trustor hereby appoints Beneficiary its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of Trustor. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness secured hereby remains unpaid.

2.18. If the Lease is cancelled or terminated, and if Beneficiary or its nominee shall acquire an interest in any new lease in the Land, Trustor shall have no right, title, or interest in or to the new lease or the leasehold estate created by such new lease.

2.19. Reserved.

2.20. Notwithstanding any provision to the contrary or apparently to the contrary contained in this Deed of Trust, Beneficiary shall have no liability or obligation under the Lease by reason of its acceptance of this Deed of Trust. Beneficiary shall be liable for the obligations of the tenant arising under the Lease for only that period of time which Beneficiary is in possession of the Land, or has acquired, by foreclosure or otherwise, and is holding all of such Trustor's right, title, and interest therein.

2.21. Trustor further covenants and agrees as follows:

(a) If there shall be filed by or against Lessor a petition under the Bankruptcy Code (11 U.S.C. § 101 et seq.), and Trustor, as lessee under the Lease, shall determine to reject the Lease pursuant to the Bankruptcy Code, Trustor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Trustor shall apply to the Bankruptcy Court for authority



to reject the Lease. Beneficiary shall have the right, but not the obligation, to serve upon Trustor within such ten-day period a notice stating that: (i) Beneficiary demands that Trustor assume and assign the Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code; and (ii) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Lease. If Beneficiary serves upon Trustor the notice described in the preceding sentence, Trustor shall not seek the rejection of the Lease and shall comply with the demand provided for in clause (i) within thirty (30) days after the notice shall have been given, subject to the performance by Beneficiary of the covenant provided for in clause (ii); and

(b) Effective upon the entry of an order for relief in respect of Lessor under the Bankruptcy Code, Trustor hereby assigns and transfers to Beneficiary a non-exclusive right to apply to the Bankruptcy Court for an order extending the period during which the Lease may be rejected or assumed.

E. Condemnation.

2.22. If the Property, or any part thereof, is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor to which Trustor shall be entitled, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of the interests of Trustor therein. All such compensation, awards, damages, rights of action and proceeds to which Trustor shall be entitled (the "Proceeds") are hereby assigned to Beneficiary, who shall after deducting therefrom all its reasonable expenses, including attorneys' fees, apply or release the Proceeds with the same effect and as provided in Paragraph 2.08 above with respect to disposition of insurance proceeds; provided, that if there are any excess Proceeds after application thereof to the restoration of the Property, Beneficiary shall be entitled to apply such excess to the reduction of any indebtedness secured hereby (including, without limitation, the principal balance due under the Term Note and/or the Revolver Note). Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. Nothing herein contained shall prevent the accrual of interest as provided in the Term Note and the Revolver Note on any portion of the Term Note or the Revolver Note to be paid by the Proceeds until the Proceeds are received by Beneficiary.

F. Access Laws.

2.23. Trustor agrees that the Property owned by Trustor shall at all times strictly comply with the applicable requirements of the Americans with Disabilities Act of 1990 (including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities); the Fair Housing Amendments Act of 1988; all other federal and state and local laws and ordinances related to disabled access; and all rules, regulations, and orders issued pursuant thereto; all as amended from time to time (collectively the "Access Laws"). At any time Beneficiary may require Trustor to provide a certificate of compliance with the Access Laws and indemnification in a



form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Beneficiary.

2.24 Notwithstanding any provisions set forth herein or in any of the other Term Documents or Revolver Documents, Trustor shall not alter or permit any tenant or other person to alter the Property in any manner which would increase Trustor's responsibilities for compliance with the Access Laws without the prior written approval of Beneficiary. In connection with any such approval, Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Beneficiary.

2.25. Trustor agrees to give prompt notice to Beneficiary of any claims of violations of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

2.26. Trustor shall indemnify and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings, including without limitation reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Trustor under this section shall survive any termination, satisfaction, assignment, judicial or nonjudicial foreclosure, or delivery of a deed in lieu of foreclosure.

G. Rents and Leases.

2.27. Trustor shall submit to Beneficiary for its prior written approval the form of the tenant lease to be used by Trustor for leasing any portion of the Improvements owned by Trustor, and after approval by Beneficiary, Trustor shall not materially modify such form of lease without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, delayed or conditioned. Beneficiary shall approve, or give reasonable justification for not approving, such lease modification within five (5) days following request by Trustor. Trustor shall promptly provide Beneficiary with a copy of any lease modification. Trustor shall not accept prepayments of rent for more than one (1) month and shall perform all covenants of the lessor under all leases affecting the Property (other than the Lease) (the "Tenant Leases"). "Tenant Leases", as used herein, includes any extensions or renewals thereof and any amendments consented to by Beneficiary. Except in the event of a default under any Tenant Lease, Trustor shall not terminate any Tenant Lease without the prior written consent of Beneficiary, and shall not consent to any assignment under any Tenant Lease without the prior written consent of Beneficiary, in either case which consent shall not be unreasonably withheld, delayed or conditioned unless Trustor is required to consent thereto under the terms of such Tenant Lease. Trustor shall immediately give notice to Beneficiary of any default under any of the Tenant Leases it receives or delivers. Beneficiary shall have the right but not the obligation, to cure any default of Trustor under any of the Tenant Leases (if such default is not cured by Trustor within fifteen (15) days following written notice thereof to do so) and all amounts disbursed in connection with said cure shall be deemed to be disbursements under the Revolver Loan



Agreement.

2.28. Each Tenant Lease of any portion of the Improvements shall be absolutely subordinate to the lien of this Deed of Trust but shall contain a provision satisfactory to Beneficiary that in the event of the exercise of the private power of sale or a judicial foreclosure hereunder such Tenant Lease, at the option of the purchaser as such sale, shall not be terminated and the tenant thereunder shall attorn to such purchaser and, if requested to do so, shall enter into a new Tenant Lease for the balance of the term of such Tenant Lease then remaining upon the same terms and conditions. Each such Tenant Lease shall, at the request of Beneficiary, be assigned to Beneficiary and each such assignment shall be recorded.

2.29. Notwithstanding anything to the contrary contained herein, but subject to Applicable Gaming Laws, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the leases, income, rent, issues, deposits, profits and proceeds of the Property to which Trustor may be entitled, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such income, rents, issues, deposits, profits and proceeds of the Property to which Trustor may be entitled, whether now due, past due or to become due. The assignment of the Tenant Leases constitutes an irrevocable direction and authorization of all tenants under the Tenant Leases to pay all rent, income and profits into an account specified by Beneficiary upon demand and without further consent or other action by Trustor. Trustor irrevocably appoints Beneficiary its true and lawful attorney, at the option of Beneficiary at any time, to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such income, rents, issues, deposits, profits and proceeds and apply the same to the indebtedness secured hereby, subject, however, to all applicable requirements of Nevada Revised Statutes Chapter 107A. It is understood and agreed that neither the foregoing assignment of leases, income, rents, issues, deposits, profits and proceeds to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof. Notwithstanding anything to the contrary contained herein or in the Revolver Note or the Term Note, so long as no Event of Default, as defined in Section 3.01 below, Trustor shall have a license to collect all income, rents, issues, deposits, profits and proceeds from the Property. Upon the occurrence of an Event of Default, such license shall be deemed revoked and any rents received thereafter by Trustor shall be delivered in kind to Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or in Beneficiary's name or otherwise all rights of Trustor in the instruments, including without limitation checks and money orders, tendered as payments of rents and to do any and all things necessary and proper to carry out the purposes hereof.

H. Other Rights and Obligations.

2.30. In addition to any other grant, transfer or assignment effectuated hereby, without in any manner limiting the generality of the grants in Article I hereof, Trustor shall



collaterally assign to Beneficiary Trustor's interest in all agreements, contracts, leases, licenses and permits affecting the Property owned by Trustor in any manner whatsoever, such assignments to be made, if so requested by Beneficiary, by instruments in form satisfactory to Beneficiary but no such assignment shall be construed as a consent by Beneficiary to any agreement, contract, license or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto.

2.31. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, or imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon Beneficiary, the indebtedness secured hereby shall immediately become due and payable at the option of Beneficiary; provided, however, that such election by Beneficiary shall be ineffective if such law either (a) shall not impose a tax upon Beneficiary nor increase any tax now payable by Beneficiary or (b) shall impose a tax upon Beneficiary or increase any tax now payable by Beneficiary and prior to the due date: (i) Trustor is permitted by law and can become legally obligated to pay such tax or the increased portion thereof (in addition to all interest, additional interest and other charges payable hereunder, under any other indebtedness secured hereby, and under the Term Note and the Revolver Note) without exceeding the applicable limits imposed by the usury laws of the State of Nevada; (ii) Trustor does pay such tax or increased portion; and (iii) Trustor agrees with Beneficiary in writing to pay, or reimburse Beneficiary for the payment of, any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. The obligations of Trustor under such agreement shall be secured hereby.

2.32. If required by Beneficiary at any time during the term of this Deed of Trust, Trustor will execute and deliver to Beneficiary, in form satisfactory to Beneficiary, an additional security agreement and/or financing statement covering all personal property of such Trustor which may at any time be furnished, placed on, or annexed or made appurtenant to the Property and used, useful or held for use, in the operation of the improvements thereon. Any breach of or default under such security agreement shall constitute an event of default under this Deed of Trust.

2.33. Trustor shall do any and all acts which, from the character or use of the Property or the Collateral, may be reasonably necessary to protect and preserve the security of Beneficiary, the specific enumerations herein not excluding the general.

2.34. Trustor will faithfully perform each and every covenant to be performed by Trustor under any lien or encumbrance upon or affecting the Property, including, without limiting the generality hereof, mortgages, deeds of trust, leases, declaration of covenants, easements, conditions and/or restrictions and other agreements which affect the Property, in law or in equity, which Beneficiary reasonably believes may be prior and superior to the lien or charge of this Deed of Trust. A breach of or a default under any such lien or encumbrance shall constitute an event of default under this Deed of Trust.



2.35. Upon election of either Beneficiary or Trustee so to do, employment of an attorney is authorized and payment by Trustor of all attorneys' fees, costs and expenses in connection with any action and/or actions (including the cost of evidence or search of title), which may be brought for the foreclosure of this Deed of Trust, and/or for possession of the property covered hereby, and/or for the appointment of a receiver, and/or for the enforcement of any covenant or right in this Deed of Trust contained as hereinafter provided shall be secured hereby.

2.36. No personal property (other than items consumed in the ordinary course of business or otherwise of an immaterial nature to the operations of the business at the Property) covered by the security interest granted herein may be removed from the Property without the prior written consent of Beneficiary unless Trustor shall promptly replace such personal property with similar property of equivalent value on which Beneficiary has a valid first lien, or unless such removal shall not result in any substantial impairment of Beneficiary's security hereunder.

2.37. Except for Tenant Leases of portions of the Property in the ordinary course of business, in the event that the interest of Trustor in the Property, or any part thereof, or substantially all of the interest therein is sold, conveyed, alienated, encumbered or otherwise transferred by such Trustor, whether by operation of law or otherwise, the Revolver Note and the Term Note, irrespective of the maturity dates expressed therein, and/or any other indebtedness or payment obligation of Trustor secured hereby, at the option of Beneficiary, and without demand or notice, shall immediately become due and payable. In the event that Beneficiary does not elect to declare any such indebtedness immediately due and payable, then, unless indicated otherwise in writing by Beneficiary, Borrower shall nevertheless remain primarily liable for the obligations hereunder and under the instruments evidencing such indebtedness (including, without limitation, the Term Note and the Revolver Note). This provision shall apply to each and every sale, conveyance, alienation, encumbrance or other transfer described above, regardless of whether or not Beneficiary has consented to, or waived, Beneficiary's rights hereunder, whether by action or non-action, in connection with any previous sale, conveyance, alienation, encumbrance or other transfer and whether or not the holder has received any payments after said transfer.

2.38. Trustor agrees to execute such documents and take such action as Beneficiary shall reasonably determine to be necessary or desirable to further evidence, perfect or continue the perfection of the lien and security interest granted by Trustor herein.

2.39. Following a fifteen (15) day written notice to Trustor (unless Beneficiary reasonably determines that emergency circumstances exist which would make the giving of such notice impractical), unless Trustor is contesting such matter in accordance with the loan documents executed in connection herewith, at the time and in the manner herein provided, Beneficiary may, without releasing Trustor from any obligation hereunder and without waiving its right to declare a default or impairing any declaration of default as herein provided or any sale proceeding predicated thereon:

- (a) Make any payment or perform any act in such manner and to such



extent as either may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon and take possession of the Property for such purposes;

(b) Commence, appear in and/or defend any action or proceedings purporting to affect the security hereof, and/or any additional or other security therefor, and/or the interests, rights, powers and/or duties of Trustee and/or Beneficiary hereunder, whether brought by or against Trustor, Trustee or Beneficiary;

(c) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder; and

(d) Upon an Event of Default hereunder or under the Term Documents or the Revolver Documents, and subject to the provisions of the Lease, the rights of subtenants, and the laws, regulations and policies of any governmental or quasi-governmental agency with jurisdiction over the Property, including, but not limited to, Applicable Gaming Laws, Beneficiary is authorized either by itself or by its agents to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, to enter into and upon and take and hold possession of any portion or all of the Property, both real and personal, and exclude Trustor and all other persons therefrom; and to operate and manage the Property and rent and lease the same, perform such reasonable acts of repair or protection as may be reasonably necessary or proper to conserve the value thereof, and collect any and all income, rents, issues, profits and proceeds therefrom, the same being hereby assigned and transferred to Beneficiary for the benefit and protection of Beneficiary (subject to the license in favor of Trustor granted above), and from time to time apply and/or accumulate such income, rents, issues, profits and proceeds in such order and manner as Beneficiary or such receiver in its sole discretion shall consider advisable, to or upon the following: the expense of receivership, if any, the proper costs of upkeep, maintenance, repair and/or operation of the Property, the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust upon the indebtedness secured hereby, the taxes and assessments upon the Property then due or next to become due, and/or upon the unpaid principal of such indebtedness. The collection and/or receipt of income, rents, issues, profits and/or proceeds from the Property by Beneficiary, its agent or receiver, after declaration of default and election to cause the Property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or election to cause the Property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such income, rents, issues, profits and/or proceeds. Any such income, rents, issues, profits and/or proceeds in the possession of Beneficiary, its agent or receiver, at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale. Neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Paragraph and any of the actions referred to in this Paragraph may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the



indebtedness evidenced by the Term Note and the Revolver Note, and any other document or instrument evidencing indebtedness secured by this Deed of Trust.

III. DEFAULTS AND REMEDIES.

A. Defaults.

3.01. Subject to any applicable notice requirement and opportunity to cure, an Event of Default under the Term Loan Agreement, the Revolver Loan Agreement, the Term Note, and/or the Revolver Note, and any breach of or failure to perform under any other obligation of Trustor secured by this Deed of Trust shall be an "Event of Default" hereunder.

B. Remedies.

3.02. Upon the occurrence of any Event of Default hereunder, or under the Term Documents, the Revolver Documents, or any other documents executed in connection herewith or evidencing indebtedness or obligations secured hereby, then and in each such event, Beneficiary may declare all sums secured hereby immediately due and payable either by commencing an action to foreclose this Deed of Trust as a mortgage, or by the delivery to Trustee of a written declaration of default and demand for sale and of written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be duly filed for record in case of foreclosure by exercise of the power of sale herein. Should Beneficiary elect to foreclose by exercise of the power of sale herein, Beneficiary shall also deposit with Trustee this Deed of Trust, the Revolver Note, the Term Note, and such receipts and evidence of indebtedness and expenditures made and secured hereby as Trustee may require, and notice of sale having been given as then required by law and after lapse of such time as may then be required by law after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale (which shall be in the county where the Property is located) 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 the 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 or deeds conveying the Property, or any portion thereof, so sold, but without any covenant or warranty, express or implied. The recitals in such deed or deeds of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person (other than the agent conducting the sale), including Trustor or Beneficiary, may purchase at such sale.

3.03. Beneficiary, from time to time before Trustee's sale, may rescind any such notice of breach or default and of election to cause the Property to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then



existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause the Property to be sold to satisfy the obligations hereof, nor otherwise affect any provision, agreement, covenant or condition of the Term Documents, the Revolver Documents, any other documents executed by Trustor in connection with any indebtedness secured hereby, and/or of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

3.04. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including the cost of evidence of title in connection with sale and attorneys' fees, Trustee shall apply the proceeds of sale as required by applicable law.

3.05. If Beneficiary at any time holds additional security for any obligations secured hereby, it may enforce the terms hereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds upon the indebtedness secured hereby without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any such other security.

3.06. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

3.07. Subject to any notice requirement and opportunity to cure contained herein, in the case of an Event of Default hereunder, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under it, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

3.08. Beneficiary and Trustee acknowledge, understand and agree that, to the extent the prior approval of the Gaming Authorities is required pursuant to applicable law for the exercise, operation and effectiveness of any remedy hereunder or under any other loan document executed in connection with the Revolver Documents, the Term Documents, or any other indebtedness secured hereby, or the taking of any action that may be taken by Beneficiary or Trustee hereunder or under any other such loan document, including without limitation the taking of possession and disposition



of collateral consisting of Gaming Equipment, such remedy or action shall be subject to such prior approval of the Gaming Authorities and the Beneficiary or Trustee may be subject to being called forward for licensing or a finding of suitability. All rights, remedies and powers provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any provision of Applicable Gaming Laws, and all provisions of this Deed of Trust are intended to be subject to all mandatory provisions of the Applicable Gaming Laws, which may be controlling.

3.09. All rights, remedies and powers in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any provision of the Applicable Gaming Laws, and all the provisions of this Deed of Trust are intended to be subject to all mandatory provisions of the Applicable Gaming Laws which may be controlling.

IV. COLLATERAL.

4.01. With respect to the security interest granted in Paragraph 1.02, Beneficiary shall have all the rights and remedies granted to a secured party under Article 9 of the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity; provided that Beneficiary shall first apply for and receive all required approvals of the Gaming Authorities having jurisdiction over the and disposition of Gaming Equipment prior to the sale or disposition thereof. Upon an Event of Default, Trustor shall, upon the demand of Beneficiary, assemble all of such personal property owned by such Trustor and make it available to Beneficiary at the Property, which is hereby agreed to be reasonably convenient to Beneficiary. The proceeds of any sale of such personal property shall be applied first to the expenses of Beneficiary in retaking, holding, preparing for sale, selling or similar matters, including reasonable attorney's fees.

4.02. Until Beneficiary exercises its right to collect proceeds of the Collateral pursuant hereto, Trustor will collect with diligence any and all proceeds of the Collateral. Upon an Event of Default and written request by Beneficiary, any proceeds received by Trustor shall be in trust for Beneficiary, and Trustor shall keep all such collections separate and apart from all other funds and property so as to be capable of identification as the property of Beneficiary and shall deliver such collections at such time as Beneficiary may request to Beneficiary in the identical form received, properly endorsed or assigned when required to enable Beneficiary to complete collection thereof.

4.03. Trustor shall (i) permit representatives of Beneficiary to inspect the Collateral and Trustor's books and records relating to the Collateral and make extracts therefrom and to arrange for verification of the amount of the Collateral, under reasonable procedures acceptable to Beneficiary, at Trustor's expense; (ii) promptly notify Beneficiary of any attachment or other legal process levied against any of the Collateral; (iii) reimburse Beneficiary upon demand for any and all costs, including without limitation reasonable attorneys' and accountants' fees, and other expenses incurred in collecting any sums payable by Trustor under any obligation secured hereby, or in the checking, handling and collection of the Collateral and the preparation and enforcement of any agreement relating thereto; (iv) notify Beneficiary of each location at which the Collateral is or will



be kept, other than for temporary processing, storage or similar purposes, and of any removal thereof to a new location; (v) provide, maintain and deliver to Beneficiary certificates of insurance insuring the Collateral against loss or damage by such risks and in such amounts, forms and by such companies as Beneficiary may reasonably require and with loss payable to Beneficiary, and in the event Beneficiary takes possession of the Collateral, the insurance policy or policies and any unearned or returned premium thereon shall at the option of Beneficiary become the sole property of Beneficiary; (vi) do all acts necessary to maintain, preserve and protect all Collateral, keep all Collateral in good condition and repair and prevent any waste or unusual or unreasonable depreciation thereof; and (vii) join with Beneficiary at its request from time to time in executing financing statements, amendments thereto and continuation statements, and pay the cost of the filing of the same whenever Beneficiary reasonably deems desirable, and execute and deliver to Beneficiary further documents and instruments and do such other acts and things as Beneficiary may reasonably request in order to effectuate fully the purposes and intent hereof. Trustor hereby authorizes Beneficiary to file financing statements, amendments, and continuation statements in such filing offices as Beneficiary may determine appropriate in connection with the security interest granted herein.

4.04. Beneficiary may at any time, without prior notice to Trustor, collect proceeds of the Collateral and may give notice of assignment to any and all of Trustor's debtors, and Trustor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or in Beneficiary's name or otherwise all rights of Trustor in the Collateral and to do any and all things necessary and proper to carry out the purposes hereof; provided, however, Trustor shall have the right to collect, retain, use and enjoy such proceeds and enforce such rights subject to the terms hereof and the documents securing Trustor's obligations hereunder prior to any Event of Default. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable and Beneficiary shall have the right to exercise this power of attorney upon any Event of Default. (Beneficiary shall promptly notify Trustor of any action taken by Beneficiary pursuant to this provision but Beneficiary's failure to do so shall not invalidate any such act, affect any of Trustor's obligations to Beneficiary or give rise to any right, claim or defense on the part of Trustor).

V. MISCELLANEOUS PROVISIONS.

5.01. By accepting payment of any sum secured hereby after its due date or in an amount less than the sum due, Beneficiary does not waive its rights either to require prompt payment when due of all other sums so secured or to declare a default as herein provided for failure to pay the total sum due.

5.02. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust 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 the Property, Trustee may: reconvey any part of the 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 any agreement subordinating the lien or charge hereof.

5.03. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the indebtedness secured by this Deed of Trust.

5.04. Subject to the provisions of the Leases, the rights of any subtenants, and any laws, regulations and policies of any governmental or quasi-governmental entity with jurisdiction over the Property, Beneficiary is authorized by itself, its agents, employees or workmen, to enter at any reasonable time upon any part of the Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Loan Agreement and this Deed of Trust.

5.05. Subject to the provisions of Paragraph 2.37 hereof, 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. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the Term Note, the Revolver Note, and/or any other indebtedness secured hereby now or hereafter and whether or not named as Beneficiary herein. 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.

5.06. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any fact or facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon.

5.07. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

5.08. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trust created hereby is irrevocable by Trustor.

5.09. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust.

5.10. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, substitute a successor or successors for the Trustee named herein or acting hereunder.



5.11. The right to plead any and all statutes of limitation as a defense to any demand secured by this Deed of Trust is hereby waived to the full extent permitted by law.

5.12. All notices hereunder shall be deemed to have been duly given if by telefax, delivered by courier service or mailed by United States registered or certified mail, with return receipt requested, postage prepaid to the parties at the following addresses (or at such other addresses as shall be given in writing by any party to the others) and shall be deemed complete upon such personal delivery, or on the first day following receipt by courier service or telefax, or five (5) business days following mailing:

To Trustor: Lakeside Inn, Inc.
Attn: Mike Bradford
P. O. Box 5630
Stateline, NV 89449
Fax No. (775) 586-7708

If to Beneficiary: Bank of the West
Reno CBO #070
4950 Kietzke Lane
Reno, Nevada 89509
Fax: (775) 829-0113

5.13. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth above.

5.14. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust, the Term Note, the Revolver Note, and all other documents evidencing indebtedness secured hereby for cancellation 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 as "the person or persons legally entitled thereto". Upon such reconveyance, any security interest granted herein shall be terminated.

5.15. Without affecting the liability or obligations of any person, including Trustor, for the performance of any obligations secured hereby (excepting only any person or property otherwise expressly released in writing by Beneficiary), Beneficiary may from time to time and without notice release any person liable for payment of any of said indebtedness or the performance of said obligations, extend the time of payment or (with the consent of Trustor) otherwise alter the terms of any of said obligations, accept additional security therefor of any kind, including trust deeds or mortgages, or alter, substitute or release any property securing said obligations.

5.16. The provisions of this Deed of Trust governing the contractual rights and



obligations of Trustor, Beneficiary and Trustee shall be construed according to the laws of the State of Nevada. Notwithstanding anything to the contrary contained herein, this Deed of Trust is subject to the Applicable Gaming Laws. Beneficiary and Trustee each agrees to cooperate with the Gaming Authorities in connection with the administration of their regulatory jurisdiction over Trustor, including the provision of such documents and other information as may be requested by the Gaming Authorities relating to Trustor, the Revolver Documents, the Term Documents, or the transactions and indebtedness secured by this Deed of Trust. The provisions of this Deed of Trust are intended to be supplemental and in addition to the provisions contained in the Loan Agreement. Any assignment of this Deed of Trust shall be considered an assignment of the Revolver Documents, the Term Documents, and all other instruments evidencing the transactions and indebtedness secured by this Deed of Trust.

5.17. Whenever in this Deed of Trust a right is given to Beneficiary, which right is affected by Applicable Gaming Laws or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities. Without limiting the generality of the foregoing, Beneficiary acknowledges that (a) Beneficiary is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to applicable law for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document, the grant of any security interest in the Collateral, or the taking of any action that may be taken by Beneficiary or under any other Loan Document, such remedy, grant or action shall be subject to such prior approval of the Gaming Authorities.

5.18. This Deed of Trust may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

5.19. In the event that Beneficiary forecloses the lien of this Deed of Trust, such foreclosure shall not result in a merger of the fee simple estate and the leasehold estate.

5.20. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

5.21. To the extent not inconsistent with the other provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (Default Rate under the Note); 5; 6; 7 (counsel fees shall be in an amount equal to the actual and reasonable attorneys' fees incurred by Trustee and Beneficiary); 8 and 9 of NRS Section 107.030 are hereby adopted and made a part of this Deed of Trust.



IN WITNESS WHEREOF, Trustor has executed this Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents as of the day first written above.

LAKESIDE INN, INC., a Nevada corporation,
dba Lakeside Inn & Casino

By: [Signature]
Michael H. Bradford
Its: Director

"Trustor"

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 19th, 2009, by Michael H. Bradford, as Director of Lakeside Inn, Inc., a Nevada corporation, dba Lakeside Inn & Casino.

[Signature]
Notary Public
My Commission Expires: 2010

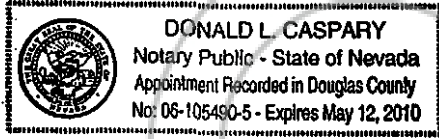


EXHIBIT A

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

Those portions of the Southeast $\frac{1}{4}$ of Section 22, and of the Southwest $\frac{1}{4}$ 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 $60^{\circ}13'00''$ 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 $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 349.98 feet (of record 350.00 feet); thence North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 299.11 feet to the true point of beginning; thence continuing North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 75.45 feet (of record 75.43 feet); thence South $60^{\circ}56'54''$ East (of record South $61^{\circ}00'00''$ 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 $19^{\circ}29'03''$ 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 $01^{\circ}44'49''$, a distance of 75.00 feet to a point; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 382.78 feet to the point of beginning.

PARCEL 2:

COMMENCING at a point on the West wide 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 $60^{\circ}13'00''$ 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 $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 349.98 feet (of record 350.00 feet); thence North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 198.04 feet to the true point of beginning; thence continuing North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 101.07 feet to a point; thence South $60^{\circ}56'54''$ East (of record South $61^{\circ}00'00''$ 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 $21^{\circ}14'21''$ 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 $02^{\circ}19'45''$, a distance of 100.00 feet (of record 100.01 feet), to a point; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ 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 wide 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 $60^{\circ}13'00''$ 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 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, 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.; 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 Sections 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 on 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 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 ¼ of the Southeast ¼ of Section 22, Township 13 North, Range 18 East, M.D.B.&M., that is described as follows:

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" East (of record North 61°00' East), 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" West, 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 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' 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 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: The above metes and bounds description appeared previously in that certain Third Amendment to Assignment of Entitlements, Contracts, Rents and Revenues recorded in the office of the County Recorder of Douglas County, Nevada on July 29, 2008, as Document No. 727619 of Official Records.

Assessor's Parcel Number(s):

1318-22-002-009
1318-22-002-011
1318-22-002-015
1318-22-002-016
1318-22-002-102
1318-22-002-012



EXHIBIT "B"

(The Lease)

That certain Lease dated August 30, 1967, between LOUISE McLEOD, as landlord and "Lessor", and G.L. ROWLAND and STELLA ROWLAND, husband and wife, and B.A. STUNZ and IRENE STUNZ, husband and wife, as tenant and "Lessees", recorded on January 29, 1968, Official Records, Douglas County, Nevada, in Book 57, at Page 73, as Document No. 40039 (together with all amendments, modifications, memoranda, certificates, assumptions, addenda, alterations, recordations, re-recordations, transfers and assignments, in whole or in part, thereof or thereto, including, without limitation, that certain Amendment to Lease recorded on May 2, 1969, in Book 66, at Page 346, as Document Number 44319), which affects the real property described as Parcel 2 in Exhibit "A" of this Deed of Trust;

