

DOC # 759336
02/26/2010 02:00PM Deputy: SG
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 12 Fee: 25.00
BK-210 PG-5482 RPTT: 0.00



A. P. No. 1318-27-002-003 &
1318-27-002-004
Escrow No. 177036-MI

When recorded mail to:

The Bluth Trust
1730 Hwy 50
Glenbrook, NV 89413
Loan License 2121
Alpen Mortgage
321 Charles Ave.
Stateline, NV 89449

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

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

**DEED OF TRUST
WITH ABSOLUTE ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

THIS DEED OF TRUST, made 13th February, 2010,
between SS MANAGEMENT LLC, a Nevada limited liability
company, herein called "Trustor", whose address is: 515 S.
Virginia Street, Reno, NV 89501, JLM TITLE LLC, a Nevada
limited liability company, dba FIRST CENTENNIAL TITLE COMPANY
OF NEVADA, herein called "Trustee", and CHARLES P. BLUTH and
CYNTHIA C. BLUTH, Trustees of THE BLUTH TRUST dated April 19,
1993, herein called "Beneficiary", whose address is: 1730
Hwy 50, Glenbrook, NV 89413.

W I T N E S S E T H:

That Trustor irrevocably grants, transfers and assigns
to Trustee in trust, with power of sale, that property in the
County of Douglas, State of Nevada, described as:



PARCEL NO. 1:

A parcel of land situated in the Southeast 1/4 of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, State of Nevada, described as follows:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists; from which the state line monument on the South shore of Lake Tahoe bears North 47°52'13" West a distance of 2827.56 feet, and a GLO Brass Cap at the East quarter corner of said Section 27 bears North 68°16'13" East, a distance of 1945.13 feet; thence North 28°48'16" East along the Easterly line of U.S. Highway 50, a distance of 827.95 feet to the Southeast corner of that parcel of land described in the Deed to Barney's Incorporated, recorded June 7, 1961, in Book 7, Page 117, File No. 18139, Official Records, and the true point of beginning; thence North 28°48'16" East, along the Easterly line of U.S. Highway 50, a distance of 49.71 feet to the Northwest corner of said Barney's parcel; thence South 61°11'44" East a distance of 150.00 feet to the Northeast corner of said Barney's parcel and an angle point in the Northerly line of Parcel 1 in the Deed from Lake Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961, in Book 8, Page 752, File No. 18850, Official Records; thence South 28°48'16" West, a distance of 49.71 feet; thence North 61°11'44" West, a distance of 150.00 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded January 28, 2008, in Book 108, Page 5374, as Document No. 716864, Official Records of Douglas County, Nevada.

PARCEL 2:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State line as it now exists; thence Northeasterly along said right of way line, North 28°02' East, 680.50 feet to the true point of beginning; thence continuing along said right of way line, North 28°02' East, 147.45 feet to a point on the Southerly line of that certain parcel of land described in the Deed to Barney's Incorporated, recorded June 7, 1961, in Book 7, page 117, File No. 18139, Official Records; thence along the Southerly and Easterly lines of said parcel as described in the previously mentioned Deed, South 61°58'



East, 150.00 feet and North 28°02' East, 49.71 feet to a point on the Northerly line of that certain piece or parcel of land described as Parcel 1 in the Deed from Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961, in Book 8, page 752, as File No. 18850, Official Records; thence along the Northerly lines of Parcel 1 and Parcel 2, as described in the previously mentioned Deed, South 61°58' East (South 62°02' East, Deed) 420.00 feet to the most Northerly corner of that certain piece or parcel of land described as parcel 1 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967 in Book 56, page 334, File No. 39715, Official Records; thence Southeasterly along the Easterly lines of Parcel 1 and Parcel 2, as described in the previously mentioned Deed, South 32°55' East 147.97 feet; thence North 61°58' West, 247.89 feet; thence South 28°02' West, 87.87 feet; thence North 61°58' West 260.00 feet; thence North 85°19' West 95.69 feet; thence North 61°58' West, 102.73 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded January 28, 2008, in Book 108, page 5374, as Document No. 716864, Official Records of Douglas County, Nevada.

PARCEL NO. 3:

Together with non-exclusive easements and right of way for pedestrian and vehicular ingress and egress and perpetual exclusive encroachment and maintenance easements as set forth in that certain Reciprocal Easement Agreement recorded May 10, 1990 in Book 590, page 1628, as Document No. 225749, Official Records of Douglas County, Nevada.

Trustor further irrevocably grants, transfers, and assigns to Trustee the rents, income, issues and profits from the property, absolutely and unconditionally, and not merely as additional security for the indebtedness secured by this Deed of Trust. Prior to the occurrence of an event of default under this Deed of Trust, or the Promissory Note secured hereby, Beneficiary grants permission and a license to Trustor to collect the rent, income, issues and profits of the property as they become due and payable. In the event of a default under the Promissory Note or this Deed of Trust, Beneficiary shall have the right, with or without notice or demand, and with or without taking possession of the property, to collect all rents, issues, royalties and



profits, and either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession, and hold, occupy, possess, and enjoy the property, make, cancel, enforce, and modify leases, obtain and eject tenants, and set and modify rents and terms of rent. Beneficiary shall have the further right to sue, and to take, receive, and collect all or any part of the rents, issues, royalties, and profits of the property, and after paying all costs of maintenance, operation, each agreement of trustor incorporated herein or contained herein, and collection, including reasonable attorney's fees, as Beneficiary may deem proper, to apply the balance upon the entire indebtedness then secured by this Deed of Trust. The receipt and application by the Beneficiary of such rents, issues and profits, after execution and delivery of any Notice of Default and Election to Sell, or during the pendency of any Trustee's sale proceedings under this Deed of Trust, shall not cure such breach or default, nor affect the sale proceedings, or any sale made pursuant to this Deed of Trust. All such rents, issues and profits, less the costs of operation, maintenance, each agreement of trustor incorporated herein or contained herein, collection and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the entire indebtedness from time to time outstanding secured by this Deed of Trust, in such order as Beneficiary may determine. If the rents, issues and profits of the property are not sufficient to satisfy the costs, if any, of taking control of and managing the property and collecting the rents, issues and profits thereof, any funds expended by Beneficiary for such purposes shall become indebtedness of the Trustor to Beneficiary and shall be secured by this Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of the disbursement at the rate set forth in the Note secured hereby. Nothing contained herein, nor any collection of rents, issues, profits, and income by Beneficiary, or its agent or a receiver shall be construed to make Beneficiary a "mortgagee-in-possession" of the property, so long as Beneficiary has not itself entered into actual possession of the property.

Trustor further hereby grants, assigns, pledges, hypothecates and transfers to Beneficiary a security interest in the following described property in which Trustor now or at any time hereafter has any interest, whether as owner, lessee or otherwise (which property is hereinafter individually and collectively called the "Personal Property"):



a. All licenses, guaranties, surety or other bonds, warranties, indemnity agreements, sales agreements, construction agreements, management agreements, service agreements, maintenance agreements, insurance policies, plans and specifications, engineering studies, drawings, designs, computer or other programs and analyses (whether existing or capable of generation by use of any computer or other equipment), governmental or other approvals, permits, licenses or grants of rights or privileges of any kind, and other agreements, contracts, writings and general intangibles of every kind in which Trustor now has or at any time hereafter shall have any interest in or connection with any or all of the property encumbered by this Deed of Trust; and

b. All furniture, fixtures, equipment, machinery, appliances and goods of every nature whatsoever now or hereafter located in, or on or used, or intended to be used in connection with the property encumbered by this Deed of Trust, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and lights; and all fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants.

c. All building materials and supplies, maintenance materials, goods, raw materials, component parts, work in progress, and other inventory and tangible assets used or consumed in connection with any or all of the property encumbered by this Deed of Trust in which Trustor now or at any time hereafter owns or acquires any interest, and all products thereof, whether in the possession of Trustor, warehousemen, bailees or any other person and whether located at Trustor's place(s) of business or elsewhere; and

d. All general intangibles, accounts, deposits, deposit accounts, documents, contract rights, chattel paper and other rights to payment of any kind now existing or at any time hereafter arising in connection



with any or all of the property encumbered by this Deed of Trust in connection with the performance by Trustor of any or all of the obligations, including, without limitation, any money or property now or hereafter deposited by or on behalf of Trustor with any city, county, public or governmental body, official, agency or authority, sewer or water district or company, gas or electric company or utility, telephone company or any other person in connection with the installation of any utility on, or providing any other benefit to, any of the property encumbered by this Deed of Trust, any royalties, maintenance fees, promotion fees, dues, reimbursements of any cost or expenses or other rights to payment of any kind earned or payable at any time by tenants or other users of any of the property encumbered by this Deed of Trust (other than rents which are assigned to Beneficiary under a deed of trust or other instrument); and

e. any and all proceeds and products from any of the Personal Property (including proceeds of proceeds) now existing or at any time hereafter acquired by or owing to Trustor, including without limitation, all accounts, contracts rights, chattel paper, instruments, general intangibles and other rights to payment of every kind now or at any time hereafter arising in connection with the sale, transfer or other disposition of any interest in any of the property encumbered by this Deed of Trust.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$2,600,000.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a



promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not



cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, 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 said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, 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 said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, the singular number includes the plural, the term "property" includes personal and/or real property and the term "building" includes a mobile home. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by



Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

(a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

(b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code--Secured Transactions.

If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) All the real property and all the personal property may be sold, in the manner and at the time and place provided in this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's




rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

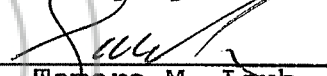
17. Trustor hereby appoints Beneficiary the attorney-in-fact of Trustor to prepare, sign, file and record this Deed of Trust; one or more financing statements; any documents of title or registration, or like papers, and to take any other action deemed necessary, useful or desirable by Beneficiary to perfect and preserve Beneficiary's security interest against the rights or interests of third persons.

18. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

SS MANAGEMENT LLC, a Nevada limited liability company

By 
Michael M. Laub,
Managing Member

By 
Tamara M. Laub,
Managing Member

