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Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 8 Fee: 21.00
BK-0410 PG- 4678 RPTT: 0.00



APN: 1418-10-501-009
(formerly known as 0000-01-060-060)

RECORDING REQUESTED BY:

Name: Lewis and Blevans, LLP
Address: 1005 Coombs Street
City/State/Zip: Napa, California 94559

WHEN RECORDED MAIL TO:

Name: Lewis and Blevans, LLP
Address: 1005 Coombs Street
City/State/Zip: Napa, California 94559

MAIL TAX STATEMENT TO:

Name: Edward F. Biggs
Address: 1113 Park Lane
City/State/Zip: Suisun City, California 94585

DEED OF TRUST AND ASSIGNMENT OF RENTS

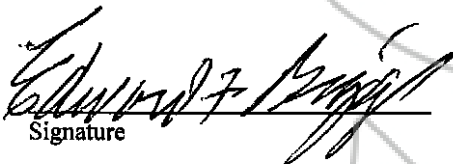
Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)


Signature

GRANTOR
Title

EDWARD F. BIGGS
Print Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black in.
(Additional recording fee applies.)

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST made this 20th day of April, 2010, between **EDWARD F. BIGGS**, herein called TRUSTOR or GRANTOR, whose address is 1113 Park Lane, Suisun City, California 94585 and **LEWIS AND BLEVANS, LLP**, herein called TRUSTEE and BENEFICIARY, whose address is 1005 Coombs Street, Napa, California 94559.

WITNESSETH: That Trustor **IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE**, that property in Douglas County, State of Nevada, described as:

See Exhibit "A" attached.

Together with the rents, issues, and profits thereof, **SUBJECT HOWEVER**, to the right, power and authority given to the and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues, and profits.

For the Purpose of Securing: 1. Performance of each agreement Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by the Promissory note dated February 1, 2010, and any extension or renewal thereof, in the principal sum amount of \$250,000 executed by Trustor in Favor of Beneficiary. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of such property, when evidenced by another promissory note reciting it so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that he will observe and perform the provisions printed hereinafter; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

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

2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether

completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

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

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

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

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

8. Trustee may, 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 and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

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 said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto" and Trustee is authorized to retain this Deed of Trust and note.

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

10. TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereinunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

11. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sale discretion, shall deem best to accomplish the Objects of these Trusts, having first given notice of such sale as then required by law.

(a) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such property.

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

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

12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

13. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be

conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sale trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

14. 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.

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

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

17. Where not inconsistent with the above, Covenant 1, 2(\$250,000), 3, 4(10%), 5, 6, 7(10%), 8 of the NRS 107.030 are hereby adopted and made a part of this Deed of trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

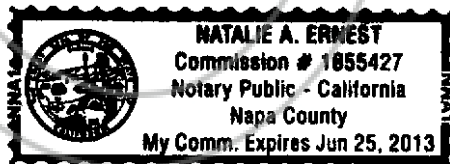
Commonly known as: 18 Golf Links Road, Glenbrook, Nevada 89413.

Signature of Trustor

Edward F. Biggs Sr.
EDWARD F. BIGGS, SR.

State of California)
)ss.
County of Napa)

This instrument was acknowledged before me on the 20th day of APRIL, 2010, by **EDWARD F. BIGGS, SR.**



Natalie A. Ernest
Notary Public

* See Notary Acknowledgment attached.
Deed of Trust (APN: 1418-10-501-009)

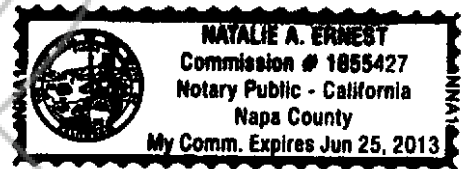
Notary Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF NAPA)

On APRIL 20, 2010, before me, Natalie A. Ernest, a Notary Public, personally appeared EDWARD F. BIGGS SR., who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Natalie A Ernest (Seal)

EXHIBIT "A"
DESCRIPTION

All that certain lot, piece or parcel of land situated in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Being Lots numbered Two (2) and Three (3) in Block B lettered as said lots and block are delineated and so designated upon that certain map entitled "Map of Glenbrook Links, Lake Tahoe, filed September 27th, 1911 in the office of the County Recorder of said Douglas County in Book B of Miscellaneous Records at Page 326 together with all buildings and improvements thereon.

EXCEPTING THEREFROM all that portion of Lot No. 3 as above forth which is described in that certain Deed wherein Gwendolen Browne, Grantor conveyed to Hans R. Jepsen and Charlotte Jepsen, his wife, a portion of said Lot 3, as recorded in the Office of the County Recorder of Douglas County, State of Nevada on January 27, 1951 in Book Z of Deeds, page 404 as Document No 7802 more particularly described as follows:

Beginning at the Northeasterly corner of the parcel at the Northwest corner of Lot 4 at the Northeast corner of Lot 3 of Block B of said Glenbrook Links Subdivision thence S. 56 deg. 48 min. W. along the Lot line between said Lots 3 and 4 a distance of 100 feet to the Southeasterly corner of said Lot 3 thence N. 33 deg. 12 min. W. along the Southwesterly line of said Lot 3 a distance of 30.00 feet to a point thence N. 56 deg. 48 min. E. a distance of 100.00 feet to a point on the Northeasterly line of said Lot 3, thence S. 33 deg. 12 min. E. a distance of 30.00 feet to the point of beginning.

PARCEL 2:

That certain right of way over that certain road as now located or as may be located hereafter, extending from the State Highway known as U.S. Route 50 to the above described lots as contained and described in that certain deed made the 15th day of May, 1943 between GLENBROOK IMPROVEMENT COMPANY, A Delaware corporation, grantor and LEONORA M. DAVEY, grantee, and recorded in the office of the County Recorder of Douglas County, Nevada, in Book W of Deeds, Page 450.

PARCEL 3:

That certain right of way from that certain road between Blocks E and B of Glenbrook Links as said road is shown on that certain map entitled "Map of Glenbrook Links, Lake Tahoe," situated in Section 10, T 14N, R. 18E., MDM, Glenbrook County of Douglas, Nevada June 1911 which said map was recorded in the Office of the County Recorder of the County of Douglas, State of Nevada, in book B of Miscellaneous Records, at Page 326, to the meander line of Lake Tahoe over a strip of land twelve (12) feet in width across Lot 1 of Block B, as said lots and block are delineated and so designated on the said Map of Glenbrook Links and extending to the meander line of Lake Tahoe which said strip of Land lies along the boundary line between the said Lot 1 of the said Block B and along said boundary line extended to said meander line all as contained and described

(Legal Description Cont.)

in that certain deed made the 19th day of August, 1938 between THE GLENBROOK COMPANY, a Delaware Corporation, grantor and J.T. DAVEY, grantee.

COPY