

34-791-01



FOUNDERS TITLE COMPANY

DEC 21 1987

Date _____

Please direct correspondence to:

183 PLACERVILLE DRIVE, P.O. BOX 1565,
PLACERVILLE, CALIFORNIA 95667 (916) 626-1900

2580 LAKE TAHOE BLVD., P.O. BOX 662,
SOUTH LAKE TAHOE, CALIFORNIA 95705 (916) 544-0100

3420 COACH LANE, #5,
CAMERON PARK, CA 95682 (916) 677-0311

California Tahoe Conservancy
Acquisition Section
P.O. Box 7758
So. Lake Tahoe, CA. 95731

We enclose herewith:

Escrow No. 19425

Your No. Y-57

APN 34-791-01

- 1. Preliminary Report with plat.
- 2. Standard Title Insurance Policy 740127 Original Copy
- 3. ALTA Title Insurance Policy _____ Original Copy
- 4. Indorsement _____

Hand Delivered

DEC 22 1987



POLICY OF TITLE INSURANCE STANDARD COVERAGE, 1973



TITLE INSURANCE COMPANY OF MINNESOTA

a Stock Company of Minneapolis, Minnesota

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE COMPANY OF MINNESOTA, a corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority, or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

TITLE INSURANCE COMPANY OF MINNESOTA



J. McLowille
President

Robert G. Rose
Secretary

FOUNDERS TITLE COMPANY

Countersigned

ATTEST:

By *Cynthia Reima*
Validating Officer



T. I. M. AY

CONDITIONS AND STIPULATIONS

DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness surviving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor, and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule A, and improvements fixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6(a)(iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such

action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

In addition to the notices required under Paragraph 3(b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt of such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by

the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, Minneapolis, Minnesota.

13. THE CHARGE SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

SCHEDULE A

CLTA Standard Coverage - 1973

Ref. No.: Y-57

Policy No: AY 740127
Order No: 19425

Amount of Insurance: \$ 39,500.00

Date of Policy: August 28, 1987 @ 8:45 A.M.

Premium: \$ 140.00

1. Name of Insured:
THE STATE OF CALIFORNIA

2. The estate or interest referred to herein is at Date of Policy vested in:
THE STATE OF CALIFORNIA

3. The estate or interest in the land described herein and which is covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

Continued

SCHEDULE B (Continued)

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) whether or not shown by the public records at Date of Policy, but created, caused, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

PART II

1. Claims or rights of the public, the State of California, and the United States of America to any portion of said land lying below the high water line of the upper Truckee River
2. Any rights, interests or claims which may exist or arise by reason of any public use of said land or portions thereof for beach, recreational or other public purposes or for access to other lands used for such purposes.
3. Rights of ways and easements contained on the certificate sheet of the map herein referred to as follows:
 - a) Rights of way and easements for snow storage, poles, anchors and guys and overhead and underground wires and conduits for electric and telephone service together with any and all appurtenances appertaining thereto, on, over, across and under strips of land 10 feet in width, contiguous to any lot line which is contiguous to any street or other public way and within such lots.
 - b) Rights of way and easements for poles, anchors and guys within those strips of land lying two feet on either side of all side lot lines and extending 25 feet from the front or rear property lines or both.
 - c) River easement - an easement along the Upper Truckee River for use by County, State and appropriate governmental agencies for stream cleaning, stocking and other official purposes and by the public for fishing purposes only; for a minimum of 10 feet from the mean high water line no fences or other private structures shall be erected in this easement.

continued

PART II (Continued)

4. Easements as delineated and/or described on the Subdivision Map referred to in the description herein, for specific purposes, as follows:
 - a) River easement, as shown on said map.
 - b) Approximate limited of 100 year flood plain, as shown on said map.

SCHEDULE C

The land referred to in this policy is situated in the County of El Dorado
State of California, and is described as follows:

(unincorporated area)

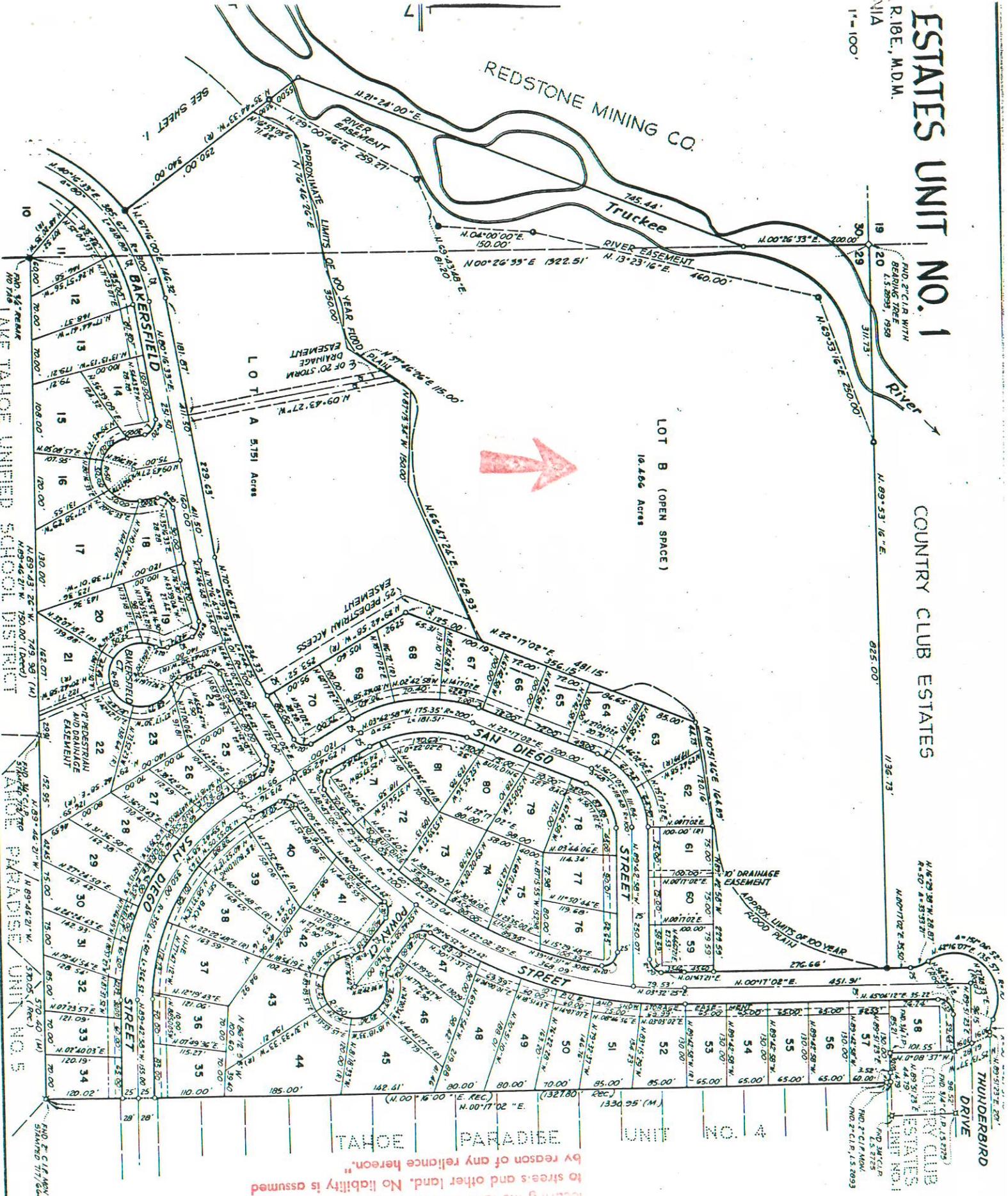
Lot B, as shown on the map entitled "Tahoe Broder Estates Unit No. 1", filed in the office of the County Recorder of the County of El Dorado, on September 4, 1971 in Book "E" of Maps at page 100.

ESTATES UNIT NO. 1

R. 18E, M. 4D.M.

1" = 100'

COUNTRY CLUB ESTATES



"NOTICE: This is neither a plat nor a survey. It is intended merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

EL DORADO COUNTY RECORDER

RECORDING REQUESTED BY

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF
RECORD REQUESTED BY

AND WHEN RECORDED MAIL TO

INTER-COUNTY TITLE CO.
Dec 31 12 05 PM 1969

Name: THOMAS F. BREWER, ESQ.
DALEY, BREWER, PATRIDGE & GARRETT
Attorneys at Law
1209 No. El Dorado Street
Stockton, CA 95202

920 JAMES W. SWEENEY
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 498 C (1969)—(OPEN END)

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 30th / day of September, 1969, between REDSTONE MINING CO., LTD., a California corporation,

herein called TRUSTOR, whose address is 1142 Winchester Blvd., San Jose, California

TITLE INSURANCE AND TRUST COMPANY, a California corporation, herein called TRUSTEE, and BOULDIN DEVELOPMENT CORP., a California corporation,

herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in El Dorado County, California, described as:

The real property described in Exhibit "A" attached hereto and by this reference incorporated herein.

The Release Provisions described in Exhibit "C" attached hereto are by this reference incorporated herein.

(This Deed of Trust is subordinate to one recorded May 7, 1969, in Book 930, Page 148, El Dorado County as to apportion of said real property.)

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 110 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 of Trustor incorporated by reference or contained herein; 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$6,099,900.00, executed by Trustor in favor of Beneficiary or order; 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note or notes, existing or to be executed.

and the certain Agreement for Sale of Real Property of even date herewith, to 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 provisions (1) to (11), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	262	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	12055	899	Sacramento	4331	62	Sonoma	1551	689
Calaveras	145	152	Madera	810	170	San Benito	771	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	13	47
Gleason	422	184	Monroe	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	141	Yuba	453	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494			
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; 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.

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.

STATE OF CALIFORNIA, }
COUNTY OF _____ } ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

_____ known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

(Seal)

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State

Signature of Trustor

REDSTONE MINING CO., LTD., A California corporation,

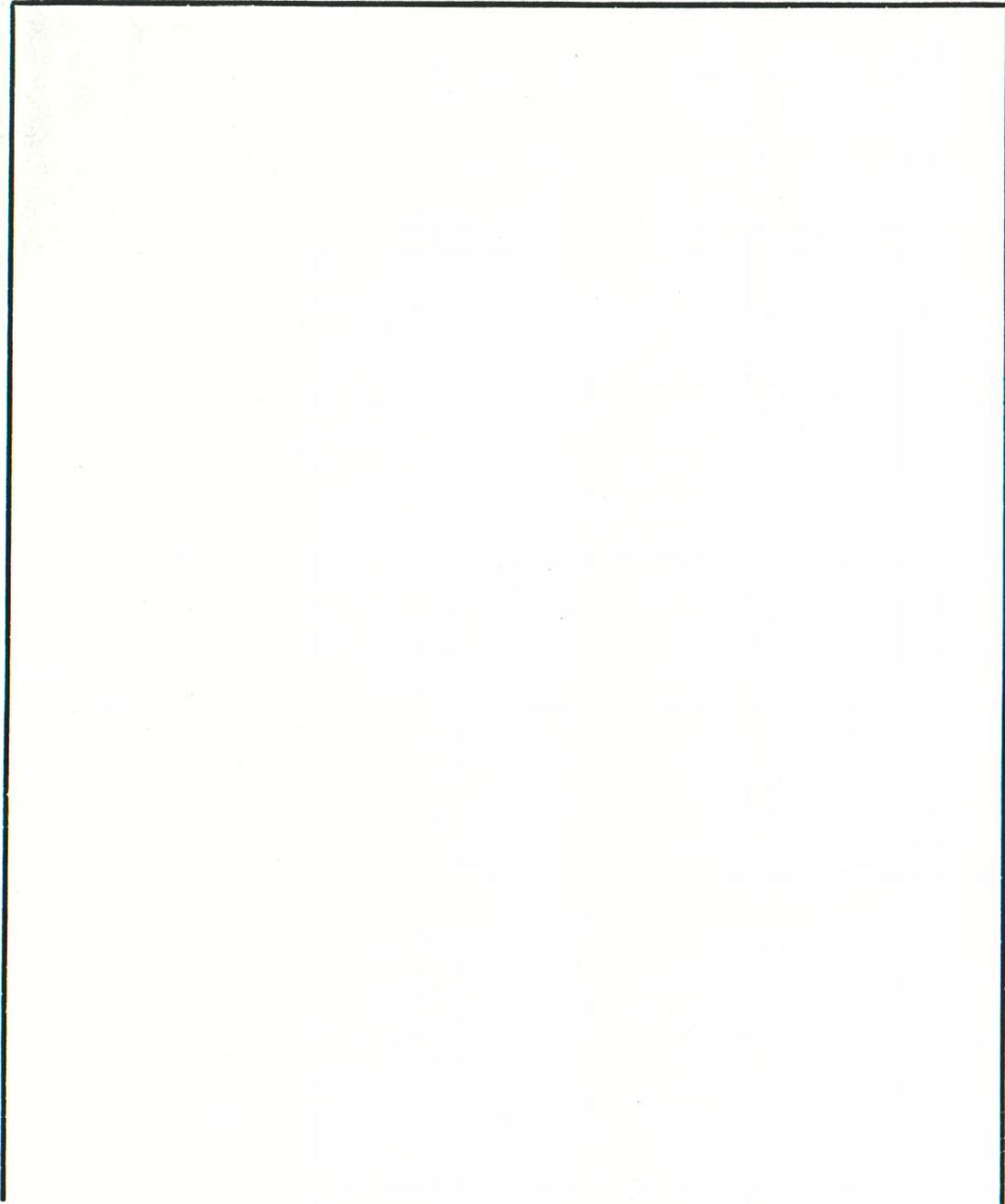
By *[Signature]*
Its *President*
By *[Signature]*
Its *President*

If executed by a Corporation the Corporation Form Acknowledgment must be used.

Title Order No. _____

Escrow or Loan No. _____

EL DORADO
COUNTY RECORDER



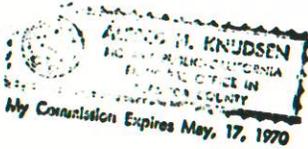
STATE OF CALIFORNIA,

COUNTY OF Elmore

ss.

ON Dec 22 1969
before me, the undersigned, a Notary Public in and for said State, personally appeared
WILLIAM VANDERHOOF and RAY O'FLYNG

President and Vice President, respectively,
of the REDSTONE MINING CO., LTD.,
the Corporation that executed the within instrument, known to me to be the person who
executed the within instrument, on behalf of the Corporation, therein named, and acknowledged
to me that such Corporation executed the same.



WITNESS my hand and official seal.

Arvid H. Knudsen
Notary Public in and for said State

EL DORADO
COUNTY RECORDER

TO 1924-1925 CCCC
Amended and Title Association Loan Policy
Amendment Coverage-1922
of
California Land Title Association
Standard Coverage Policy-1923

SCHEDULE C

The land referred to in this policy is described as follows:

All that certain real property situate in the County of El Dorado,
State of California, more particularly described as follows:

PARCEL NO. 1:

The Southeast quarter of Section 18 and the East half of Section 19,
Township 12 North, Range 18 East, N.D.B.&M.
EXCEPTING THEREFROM all that portion thereof described under Parcel
No. 1 in Deed to James H. Foster, et ux, recorded January 28, 1959 in
Book 456 Official Records of El Dorado County at Page 318, as follows:
BEGINNING at the Northeast corner of the tract herein described,
identical with the East quarter corner of Section 18, Township 12
North, Range 18 East, N.D.B.&M.; thence from the point of beginning
South 0° 01' East 2644.75 feet to the Section corner common to Sections
17, 18, 19 and 20, Township 12 North, Range 18 East, N.D.B.&M., marked
by a 2 inch capped iron pipe; thence South 0° 09' 10" West 373.35 feet
to a point in the centerline of a County Road; thence along the center
line of said road, North 24° 02' West 194.21 feet; thence North 13° 47'
30" West 192.96 feet; thence North 1° 13' 30" West 162.84 feet; thence
North 29° 27' 30" West 117.89 feet; thence North 39° 42' West 181.60
feet; thence North 49° 33' West 305.23 feet; thence North 41° 47' West
522.29 feet; thence North 44° 32' West 465.79 feet; thence North 19° 22'
West 146.50 feet; thence North 5° 23' 30" West 263.72 feet; thence North
0° 30' West 566.25 feet; thence North 11° 35' East 106.39 feet; thence
North 38° 03' East 191.70 feet; thence North 26° 02' East 65.40 feet to
the Northwest corner of the parcel herein described; thence leaving the
centerline of said road, South 89° 56' East 1177.30 feet.

PARCEL NO. 2:

South half of Northwest quarter; and all that portion of the Northwest
quarter of Northwest quarter of said Section 20 lying South and West of
the following described line, to wit: Commencing at a point in the center
line of a road that bears South 0° 11' West 357.30 feet from the corner
common to Sections 18, 17, 19 and 20 in Township 12 North, Range 18 East,
N.D.B.&M.; thence from the place of commencement along the centerline of
said road South 19° 40' East 218.70 feet; South 17° 03' East 296.20 feet;
South 24° 42' East 295.60 feet and South 29° 49' East 254.80 feet, more or
less, to its intersection with the South boundary of the North half of
the Northwest quarter of said Section 20.

EXCEPTING THEREFROM the following:

(a) All that portion thereof described under Parcel No. 2 in Deed
to James H. Foster, et ux, recorded January 28, 1959 in Book
456 Official Records of El Dorado County at Page 318, as follows:
BEGINNING at the Northwest corner of the tract herein described,
a point in the centerline of the County Road, from which the North-
west corner of Section 20 bears North 16° 47' 05" West 1379.07 feet;
thence from point of beginning and along the centerline of said road,
South 29° 39' 30" East 240.68 feet; thence South 43° 28' 30" East 99.46

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feet; thence South 63° 17' East 154.89 feet; thence South 73° 35' East 264.55 feet; thence South 85° 20' 30" East 178.49 feet; thence North 85° 46' 30" East 656.79 feet; thence North 83° 17' 30" East 231.14 feet; thence North 89° 20' East 215.36 feet; thence South 9° 04' East 320.72 feet; thence leaving said centerline, North 1° 57' 15" West 23.16 feet; thence South 87° 09' 40" West 27.09 feet to a 2 inch capped iron pipe; thence North 0° 07' 30" West 365.05 feet; to a 3/4 inch capped iron pipe; thence North 89° 54' West 30.20 feet to a 3/4 inch capped iron pipe; thence continuing North 89° 54' West 2161.09 feet to the point of beginning.

(b) All that portion thereof described in Deed to Cathlyn Broder, recorded December 31, 1962, in Book 619 Official Records of El Dorado County at Page 340, as follows:

BEGINNING at the Southwest corner of the parcel of land herein described, a 3/4 inch capped iron pipe on the Southerly boundary of the Northwest quarter of said Section 20, from which the West quarter corner of said Section 20, marked by a 2 inch capped iron pipe, bears North 89° 52' West 250.40 feet; thence leaving said point of beginning and along said Southerly boundary, South 89° 52' East 398.75 feet to a similar pipe; thence leaving said Southerly boundary, North 532.76 feet; thence East 75.00 feet; thence North 353.75 feet to a point in the centerline of Fallen Leaf Lake Road; thence along said centerline the following courses and distances: South 85° 46' 30" West 63.73 feet; thence North 85° 20' 30" West 178.49 feet; thence North 73° 35' West 264.55 feet; thence North 63° 17' West 154.89 feet; thence North 43° 28' 30" West 99.46 feet; thence North 29° 30' 30" West 93.90 feet; thence leaving said centerline, South 19° 17' West 25.17 feet to an iron bar; thence continuing South 19° 17' West 657.96 feet to a similar bar; thence South 547.63 feet to the point of beginning.

(c) All that portion thereof described in Deed to Vera Silberstein, recorded December 31, 1962, in Book 619 Official Records of El Dorado County at Page 341, as follows:

BEGINNING at the Southwest corner of the parcel of land herein described, a 3/4 inch capped iron pipe on the Southerly boundary of the Northwest quarter of said Section 20, from which the West quarter corner of said Section 20 bears North 89° 52' West 1149.15 feet; thence leaving said point of beginning and along said Southerly boundary, South 99° 52' East 153.48 feet to a 2 inch capped iron pipe at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 20; thence continuing along said Southerly boundary, South 89° 52' East 591.22 feet to a 3/4 inch capped iron pipe; thence leaving said Southerly boundary, North 910.91 feet to a 3/4 inch capped iron pipe; thence continuing North 30.21 feet to a point in the centerline of the Fallen Leaf Lake Road; thence along said centerline, the following courses and distances: South 83° 17' 30" West 78.70 feet; thence South 85° 46' 30" West 593.06 feet; thence leaving said centerline, South 353.75 feet; thence West 75.00 feet; thence South 532.76

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feet to the point of beginning.

(d) All that portion thereof described in Deed to Betty Hensch, recorded December 31, 1962, in Book 619 Official Records of El Dorado County at Page 747, as follows:
BEGINNING at the Southeast corner of the parcel of land herein described, identical with the center quarter corner of said Section 20, marked by a 2 inch pipe; thence leaving said point of beginning and along the North-South centerline of said Section 20, North $0^{\circ} 03' 29''$ West 802.68 feet to a $3/4$ inch capped iron pipe; thence continuing North $0^{\circ} 03' 30''$ West 30.10 feet to the intersection of said North-South centerline with the centerline of Fallen Leaf Lake Road; thence leaving said Section centerline and along said Road centerline, the following courses and distances: North $25^{\circ} 04'$ West 345.33 feet; thence South $85^{\circ} 29'$ West 215.35 feet; thence South $93^{\circ} 17' 30''$ West 152.44 feet; thence leaving said centerline, South 30.21 feet to a $3/4$ inch capped iron pipe; thence continuing South 910.91 feet to a $3/4$ inch capped iron pipe on the Southerly boundary of the Northwest quarter of said Section 20; thence along said Southerly boundary, South $89^{\circ} 52'$ East 711.75 feet to the point of beginning.

(e) All that portion of the South half of the Northwest quarter of Section 20, Township 12 North, Range 13 East, N.D.B.M., described as follows:
BEGINNING at the most Southerly corner of the realty herein described from which the West quarter corner marked by a 2 inch capped iron pipe, bears South 547.63 feet to a $3/4$ inch capped iron pipe set in the Southerly boundary of said Northwest quarter and North $90^{\circ} 52' 00''$ West 250.40 feet; thence from said point of beginning North $19^{\circ} 17' 00''$ East 483.13 feet to the centerline of Fallen Leaf Lake Road; thence along said centerline the following courses and distances: North $29^{\circ} 30' 30''$ West 140.68 feet, North $29^{\circ} 49' 00''$ West 254.80 feet and North $28^{\circ} 42' 00''$ West 63.80 feet; thence leaving said boundary South 1051.49 feet to the point of beginning.

PARCEL NO. 3:

All that portion of Sections 20 and 30, Township 12 North, Range 13 East, N.D.B.M., particularly described as follows:
BEGINNING at the Section corner common to Sections 19, 20, 29 and 30, in said Township and Range; thence leaving said point of beginning and along the North line of said Section 30, Westerly 2640 feet, more or less to the North quarter corner of said Section 30, (identical with the South quarter corner of said Section 19) as shown on the Official Map of Tahoe Paradise Unit No. 22, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 29, 1960 in Map Book C, Map No. 56; thence along the Easterly line of said Subdivision, South 1077.39 feet to the Southeast corner thereof, identical with the Northeast corner of Tahoe Paradise Unit No. 24, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California on August 7, 1962, in Book C of Maps, at Page 100; thence leaving said Tahoe Paradise Unit No. 22 and along the Easterly line of said

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Schedule C-continued

Tahoe Paradise Unit No. 24, South 125.00 feet to the Southeast corner thereof, identical with the most Northerly corner of Tahoe Paradise Unit No. 26, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on April 28, 1964, in Book D of Maps, at Page 18; thence leaving said Tahoe Paradise Unit No. 24 and along the exterior lines of said Tahoe Paradise Unit No. 26, South 784.56 feet and South 89° 44' 10" East 182.97 feet to the Northeast corner thereof; identical with the Northwest corner of Tahoe Paradise Unit No. 30, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on June 19, 1964, in Map Book D, Map No. 22; thence leaving said Tahoe Paradise Unit No. 26 and along the Northerly line of said Tahoe Paradise Unit No. 30, South 89° 44' 10" East 475.69 feet to the Northeast corner thereof; thence leaving said Tahoe Paradise Unit No. 30, South 39° 44' 10" East 1588 feet, more or less, to the Northwest corner of Tahoe Paradise Unit No. 5, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 31, 1959 in Map Book C, Map No. 24; thence along the Northerly line of said Tahoe Paradise Unit No. 5, South 89° 44' 10" East 393.28 feet to the Northeast corner of said Subdivision, a point on the Westerly line of the parcel of land described in the Deed to the Lake Tahoe Unified School District of El Dorado County, California, dated November 23, 1959 recorded December 23, 1959 in Book 493 Official Records of El Dorado County at Page 443; thence leaving said Tahoe Paradise Unit No. 5 and along the exterior lines of said School property, North 00° 16' 07" East 663.41 feet to a 1 inch iron pipe monument, and South 89° 46' 20" East 750.00 feet to a 3/4 inch iron pipe stamped "R.F. 7400", identical with the Northwest corner of Tahoe Paradise Unit No. 5, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 19, 1959 in Map Book C, Map No. 23; thence leaving said School property and along the Northerly line of said Subdivision, South 39° 46' 21" East 570.05 feet to the Northeast corner of said Subdivision, identical with the Southwest corner of Tahoe Paradise Unit No. 4, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on June 22, 1959 in Book C of Maps, Map No. 14; thence leaving said Tahoe Paradise Unit No. 5 and along the Westerly line of said Tahoe Paradise Unit No. 4, North 00° 16' East 1327.80 feet to the Northwest corner of said Subdivision, a point on the North line of said Section 29; thence leaving said Subdivision and along said North line, South 89° 56' West 1320 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING THEREFROM any portion lying within the Southwest quarter of the Northwest quarter of Section 29, Township 12 North, Range 18 East, M.D.B.&M.

EXHIBIT "A", Page 4

DESCRIPTION OF RELEASE PORTION

BRODER ESTATE TO TAHOE PARADISE, INC.

All that portion of Sections 29 and 30, Township 12 North, Range 18 East, N.D.B. & M., particularly described as follows:

BEGINNING at the Section corner common to Sections 19, 20, 29, and 30, in said Township and Range; thence leaving said point of beginning and along the North line of said Section 30, Westerly 2740 feet, more or less to the North quarter corner of said Section 30, (identical with the South quarter corner of said Section 19) as shown on the Official Map of Tahoe Paradise Unit No. 22, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 29, 1960, in Map Book C, Map No. 56; thence along the Easterly line of said Sub-Division, South 1077.39 feet to the Southeast corner thereof, identical with the Northeast corner of Tahoe Paradise Unit No. 24, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 7, 1962, in Book C of Maps, at Page 100; thence leaving said Tahoe Paradise Unit No. 22 and along the Easterly line of said Tahoe Paradise Unit No. 24, South 125.00 feet to the Southeast corner thereof, identical with the most Northerly corner of Tahoe Paradise Unit No. 26, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on April 28, 1964, in Book D of Maps, at Page 18; thence leaving said Tahoe Paradise Unit No. 24 and along the exterior lines of said Tahoe Paradise Unit No. 26, South 784.56 feet and South 89°44'10" East 182.97 feet to the Northeast corner thereof; identical with the Northwest corner of Tahoe Paradise Unit No. 30, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on June 18, 1964, in Map Book D, Map No. 22; thence leaving said Tahoe Paradise Unit No. 26 and along the Northerly line of said Tahoe Paradise Unit No. 30, South 89°44'10" East 475.69 feet to the Northeast corner thereof; thence leaving said Tahoe Paradise Unit No. 30, South 89°44'10" East 1688 feet, more or less, to the Northwest corner of Tahoe Paradise Unit No. 6, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on August 31, 1959 in Map Book C, Map No. 24; thence along the Northerly line of said Tahoe Paradise Unit No. 6, South 89°44'10" East 393.28 feet to the Northeast corner of said Subdivision, a point on the Westerly line of the parcel of land described in the Deed to the Lake Tahoe Unified School District of El Dorado County, California, dated

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EXHIBIT "B"

BOOK 967 PAGE 99

Broder Estate to Tahoe Paradise, Inc. (continued)

November 23, 1959 recorded December 23, 1959 in Book 493 of Official Records of El Dorado County at Page 448; thence leaving said Tahoe Paradise Unit No. 6 and along the exterior lines of said School property, North $00^{\circ}16'07''$ East 663.41 feet to a 1 inch iron pipe monument, and South $89^{\circ}46'21''$ East 750.00 feet to a $3/4$ inch iron pipe stamped "R.E. 7400", identical with the Northwest corner of Tahoe Paradise Unit No. 5, as shown on the Official Map thereof, filed in the Office of the County Recorder of the County of El Dorado, State of California, on August 10, 1959 in Book C of Maps, Map No. 23; thence leaving said School property and along the Northerly line of said Subdivision, South $89^{\circ}46'21''$ East 570.05 feet to the Northeast corner of said Subdivision, identical with the Southwest corner of Tahoe Paradise Unit No. 4, as shown on the Official Map thereof, filed in the office of the County Recorder of the County of El Dorado, State of California, on June 22, 1959 in Book C of Maps, Map No. 14; thence leaving said Tahoe Paradise Unit No. 5 and along the Westerly line of said Tahoe Paradise Unit No. 4, North $00^{\circ}16'$ East 1327.80 feet to the Northwest corner of said Subdivision, a point on the North line of said Section 29; thence leaving said Subdivision and along said North line, South $89^{\circ}56'$ West 1320 feet, more or less, to the point of beginning containing 164 acres more or less.

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EXHIBIT "B"

BOOK 967 PAGE 100

RELEASE PROVISIONS

The following terms shall have the definitions ascribed to them in paragraph 3 of said Agreement For Sale of Real Property: "Customer Cash Proceeds"; "Customer Note"; and "Depository".

a. A full reconveyance of the lien of this deed of trust shall be given as follows:

(1) When the full amount of principal and interest of the note secured hereby has been paid in cash (by Customer Cash Proceeds, cash proceeds derived from Customer Notes deposited, or otherwise); or

(2) At such time as the maker of said note has faithfully performed the terms and conditions on its part to be performed in said Agreement and there is on deposit with the Depository, Customer Notes in the aggregate unpaid principal amount equal to One Hundred Twenty Five Percent (125%) of the total sum of accrued interest and unpaid balance due on said note.

b. Partial releases of the lien of this deed of trust shall be given as follows:

(1) For that portion of the Real Property described in Exhibit "B" hereto, there shall be paid upon the principal amount of Purchaser's Note the sum of Three Thousand Dollars (\$3,000.00) for each lot sought to be released.

(2) For the remainder of The Real Property there shall be paid upon the principal of Purchaser's Note the sum of Three Thousand Dollars (\$3,000.00) for each lot sought to be released.

(3) For the purpose of activating the partial release clauses hereinabove in this paragraph b. set forth, a deposit of Customer Notes with the Depository having the then aggregate amount of unpaid principal balance equal to One Hundred Twenty Five Percent (125%) of the amount of cash payment required in the next preceding two

subparagraphs shall be considered the equivalent of payment; provided that, except as specified in paragraph 9 of said Agreement, such deposit is not the equivalent of payment on the note and shall only be so considered for the purpose of the release partially of the lien of this Deed of Trust and provided that credit shall not be so given for such deposit of Customer Notes in the event a default exists in any payment due on Purchaser's Note.

EXHIBIT "C", page two

END OF DOCUMENT

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