When recorded return to BROOKE & SHAW, Post Office Box 2860, Minden, NV

WESTERN TITLE COMPANY, INC.,

7027823439

PAGE 03

03/20/1997 11:50 SULLIVAN LAW OFFICES DEF

D OF 111051	WITH ASSIGNMENT OF	114115
*		

THIS DEED OF TRUST, made this. 19\_97\_ between

ROGER D. MCCULLY and DAWN D. MCCULLY, whose address is 5710 Rainwood Drive, North Las Vegas, NV, 89031, (CHY) (Number and Street)

herein called TRUSTOR,

(Btele)

herein called TRUSTEE, and

WAYNE K. HALL,

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the state of Nevada

Douglas , more particularly described as follows: county of

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

Together with the tenements, hereditements 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 sum of \$ 20,000. With interest thereon 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; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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 provisions (1) to (18) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below apposite the name of such county, viz.:

COUNTY	ODCUMENT No.	BOOK	PAGE	And the second	COUNTY	DOCUMENT No.	BODK	PAGE	**************************************	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514	/		Humboldt	116968	. 2	83	1	Ormsby	72637	19	102
Churchiti	104132	34 mips.	591	/	Lander	41172	5	758	The same of the sa	Pershing	67489	79	68
Douglas	24495	27	<b>415</b>	/	Lincola	41292	0 migs.	467	. %	Storey	78573	Rimtgs,	112
Elko	14831	43	343		Lyon	88486	31 migt.	449	\ /	Washee	407205	734 fr. Deed	221
Esmeraida	26291	3H deeds	138-141	'	Minural	76648	16 migs.	534-537	~ /	Watte Pine	128128	261 :	341-344
Eoreka	39602	3	283		Nye	47167	67	163	107				

(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.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's less provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereimbolore set forth.

STATE OF NEVADA

County of Clark

bersegen vilagoered KOGER

who proved to me that \_\_\_\_\_\_the \_x\_\_ executed the above instrument.

SIGNATURE OF TRUSTOR

MCCULLY

MCCULLY

JANETTE E. LLOYD, Notary Public - Nevada Nye County My appt. exp. Apr. 15, 1998

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PAGE 06

THIS DEED OF TRUST, made this. day of March ROGER D. MCCULLY and DAWN D. MCCULLY, herein called TRUSTOR. whose address is 5710 Rainwood Drive, North Las Vegas, NV, 89031, (Number and Street) (Chy) WESTERN TITLE COMPANY, INC., herein called TRUSTEE, and WAYNE K. HALL, herein called BENEFICIARY WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the state of Nevada , more particularly described as follows: county of LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A." Together with the tenements, hereditaments and appurienances 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 indebtodness secured hereby. For the purpose of securing (1) payment of the sum of \$ 20,000.00 with interest thereon according to the terms of a promissory note or notes of even date herawith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may herastler be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Dead of Trust. 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 provisions (1) to (18) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. 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.: DOCUMENT No. PARE BOOK COUNTY DOCUMENT No. 83 758 467 . | 1646 72637 19 102 413987 CIMB 104132 34 mijs. 22 111 415 14831 Lyen 88416 7144 514 527 281 111 (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 properly, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. Beneficiary or the collection agent appointed by Beneficiary may charge a lee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby. The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to alterney's fees provided for by covenant 7 the percentage shall be a reasonable percentage. The undersigned Truster requests that a copy of any notice of default and any notice of eats herounder be malled to him at his address hereinbefore SIGNATURE OF TRUSTOR STATE OF NEVADA County of Clark personally appeared ROGER D. MCCULLY executed the above instrument. DAWN D. NOTARY PUBLIC

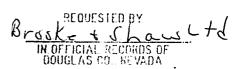
> Notary Public - State Of Nevada County Of Clark DOREEN K. BELL My Commission Expires September 28, 1999

0409014 BK0397PG3727 ORIGINA

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows: Lot 302, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 1, 1965, in Book 31, Page 686, as Document No. 28309, and Amended Title Sheet recorded on June 4, 1965, in Book 31, Page 797, as Document No. 28377

APN: 27-320-19

Commonly known as 1030 Dresslerville Road, Gardnerville, Nevada.



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**EXHIBIT "A"** 

LINDA SLATER
RECORDER

PAID DEPUTY