

Order No. 2000-27449KM

Escrow No. \_\_\_\_\_

When Recorded Mail To:

Western Title Co. 1626 Hwy 395 Minden, NV 89423

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 8, 2000 between  
William V. Merrill and Kathy Merrill, husband and wife and  
Scott C. York and Dolly I. York, husband and wife , TRUSTOR,

whose address is P.O. Box 2262 Minden, NV 89423 (State)  
(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and  
John M. Mangano and Elizabeth J. Mangano, husband and wife as  
joint tenants with rights of survivorship , BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the  
, County of Douglas , State of NEVADA described as:

See Legal description Exhibit "A" attached hereto and made a part hereof

In the event the trustor sells, conveys or alienates the within described real property;  
or contracts to sell, convey or alienate; or is divested of title in any other manner with-  
out the approval of an assumption of this obligation by the beneficiary being first obtained,  
beneficiary shall have the right to declare the unpaid principal balance due and payable in  
full, irrespective of the maturity dated expressed on the Note secured hereby.

Makers reserve the right to prepay all or any portion of the indebtedness evidenced by this  
Note at any time, without penalty. Any sums prepaid shall first be applied to accrued  
interest on the principal balance then the unpaid principal.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to  
collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 257,790.81 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 agree-  
ment 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and  
adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the  
terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30,  
1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B,  
(identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for  
all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor  
does not exceed a reasonable amount.

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 above set forth.

STATE OF NEVADA }  
County of Douglas



On May 9, 2000  
personally appeared before me, a Notary Public,  
William V. Merrill, Kathy Merrill, Scott C. York  
and Dolly I. York

who acknowledged that he executed the above  
instrument.

Suzanne R. Simmons Notary Public

Signature of Trustor  
William V. Merrill  
Kathy Merrill  
Scott C. York  
Dolly I. York



COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAY 10 AM 11:28

LINDA SLATER  
RECORDER

\$ <sup>00</sup>8<sup>00</sup> PAID *KO* DEPUTY

0491726

BK0500PG2327