SHORT, FORM DEED OF TRUST AND ASSIGNMENT OF RENTS APN 4320-14-002-013

1320-14-002-013

ORDER NO.: 2002-63903-GB

THIS DEED OF TRUST, made this

whose address is

FIRST AMERICAN

7th day of

. **//9**/ , between

Daniel Jenkins and Lori J. Jenkins, husband and wife

, herein called TRUSTOR.

1737 Dee Jay Lane

Minden, NV 89423

(state)

(number and street)

(clty)

2002

(zip)

and

TITLE COMPANY, a Nevada corporation, herein call TRUSTEE, and

Daniel C. Johns, an unmarried man

herein called BENEFICIARY.

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

June

See attached legal discription and by this reference made a part hereof

IF ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY TRUSTOR OR IF TRUSTOR ENTERS INTO A CONTRACT TO SELL OR TRANSFER ANY INTEREST THEREIN WITHOUT BENEFICIARY'S PRIOR WRITTEN CONSENT, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. CONSENT BY BENEFICIARY TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

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 the sum of \$ 150,000.00  $^{\circ}$ with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Banaficlary, 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, 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 ficiticious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely: DOC. NO. PAGE

COUNTY	BOOK	PAGE	DUC. 140.	COUNT	000 is		000,
Carson City	Off. Rec.	\	000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	1	224333	Lyon	Off, Rec.		0104086
Clark	861226 Off. Rec.	\	00857	Mineral	112 Off. Rec.	352	078762
-	1285 Off. Rec.	2432	147018	Nye	558 Off, Rec.	'075 '	173588
Douglas	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko		244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda 📝	110 Off. Rec.		106692	Washoe	2464 Off. Rec.	0571	1126264
Eureka /	153 Off. Rec.	187		White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off, Rec.	781	286200	Javinica ryma	104 011. 1100.	•	
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shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B. Lidentical 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 pruposes 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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15,00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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 hereinbefore set forth,

STATE OF NEVADA

SS

COUNTY OF

ON

Carson

2002 June 7

personally appeared before me, a Notary Public,

Daniel Jenkins and Lori J. Jenkins

Daniel Jenkins

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that the v

executed the instrument.

Notary Public

WHEN RECORDED MAIL TO:

Western Title Company

1626 HWY 395

Minden, NV. 89423

Daniel Jenkins

FOR RECORDER'S USE

0544327

BK 0 6 0 2 PG 0 3 0 2 3

## **DESCRIPTION**

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

## PARCEL 1:

A parcel of land located within a portion of Section 14, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of Section 14, T. 13 N., R. 20 E., M.D.M., at a 2" iron pipe per that Record of Survey for Nevis Industries, Inc., Document No. 51917;

Thence North 00°57'48" East, 1325.44 feet;

Thence South 89°28'07" West, 1324.71 feet to the Northeast corner of Parcel 32-B as shown on that Parcel Map for William Adams, Document No. 120254, the Point of Beginning;

Thence South 00°30'28" West, 658.30 feet;

Thence South 89°39'34" West, 669.65 feet;

Thence North 00°04'21" West, 689.00 feet;

Thence South 87°44'12" East, 676.87 feet to the Point of Beginning.

Reference is made to the Record of Survey filed March 22, 2002 as File No. 537687.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons as conveyed to Stock petroleum Co., Inc., by Deed recorded March 13, 1980 in Book 380, Page 1315, Document No. 42577.

NOTE: The above metes and bounds description appeared previously in that certain document recorded March 22, 2002, in Book 302, Page 8230, as Instrument No. 537685.

## PARCEL 2:

A 33-foot wide Access Easement located within a portion of Section 14, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Thirty-three feet (33') North of and adjacent to Parcel 32-A as shown on the Parcel Map for William Adams, Document No. 120254, more particularly described as follows:

Commencing at the Southeast corner of Section 14, T. 13 N., R. 20 E., M.D.M. at a 2" iron pipe per that Record of Survey for Nevis Industries, Inc., Document No. 51917;

## Parcel 2 Description Continued

Thence North 00°57'48" East, 1325.44 feet;

Thence South 89°28'07" West, 1324.71 feet to the Northeast corner of Parcel 32-B per said Document No. 120254;

Thence continuing South 89°28'07" West, 676.30 feet, to the Northwest corner of said Parcel 32-B, the Point of Beginning;

Thence continuing South 89°28'07" West, 676.30 feet;

Thence North 00°13'23" East, 33.00 feet;

Thence North 89°28'07" East, 676.13 feet;

Thence South 00°04'21" East, 33.00 feet to the Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain document recorded March 22, 2002, in Book 302, Page 8235, as Instrument No. 537686.



REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. HEYADA

2002 JUN 11 AM 11: 26

LINDA SLATER
RECORDER

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