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APN: 1319-10-311-015

✓ When Recorded, Mail to:  
William P. and C. Lynne Bowersock  
P.O. Box 411  
Genoa, Nevada 89411

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

BY THIS DEED OF TRUST, made this 17 day of January, 2003, between Gail A. Della Vedova, herein called TRUSTOR, whose address is 2231 Meadow Lark Lane, Genoa, Nevada 89411, and Stewart Title Company of Minden, Nevada, a Nevada corporation, herein called TRUSTEE, and William P. Bowersock and C. Lynne Bowersock, herein called Beneficiary, whose address is P.O. Box 411, Genoa, Nevada 89411, Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 1319-10-311-015, and specifically described as:

See Exhibit A attached hereto and incorporated herein by this reference.

Trustor ALSO ASSIGNS to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred, RESERVING, HOWEVER, the right to collect and use the same as long as there is no existing default hereunder, AND DOES HEREBY AUTHORIZE Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of Fifty Thousand Dollars (\$50,000.00) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby; (3) Performance of each agreement of Trustor incorporated by reference or contained herein; (4) The following covenants, Nos. 1, 2 (amount of insurance shall be \$ \_\_\_\_\_), 3, 4 (interest \_\_\_\_%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above

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described Trustor expressly makes each and all of the agreements, and agrees to perform and be bound by each and all of the following:

1. To permit Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described lands and premises.

2. That the Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustor to Beneficiary.

4. That Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Notes secured hereby remaining unpaid, are hereby assigned by Trustor to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.

6. The following covenants, Nos. 1, 2 (amount of insurance shall be \$ \_\_\_\_\_), 3, 4 (interest \_\_\_\_\_%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

8. The Trusts created herein are irrevocable.

9. Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

Should the within beneficiary default in payment of any installments due under this or

any prior Deed of Trust, the Trustor herein may make said payments, including late charges, penalties and/or advances, direct to the Beneficiary of said prior Deed of Trust and any and all payments so made shall be credited against the installments due on the Note secured by this Deed of Trust.

If the property herein described should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, or if any part thereof should be so transferred, Beneficiary reserves the right, at Beneficiary's option, to declare the entire indebtedness secured hereby due and payable.

Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the note secured hereby, for the purposes of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this all-inclusive deed of trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligations, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which Beneficiary, his successors, or assigns, may by law be permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

SIGNATURE OF TRUSTOR

*Paul A. Della Vedova*  
\_\_\_\_\_  
PAUL A. DELLA VEDOVA

TRUSTOR'S ADDRESS

2231 Meadow Lark Lane  
Genoa, Nevada 89411

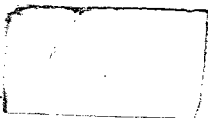
STATE OF NEVADA     )  
  ) ss.  
COUNTY OF DOUGLAS )

On 17 January, 200<sup>th</sup>~~2~~, personally appeared before me, a  
notary public, GAIL DELLA VEDOVA, personally known (or proved) to me to be the  
person whose name is subscribed to the above instrument who acknowledged that she  
executed the instrument.

*Ruth Ann Brandenburg*  
NOTARY PUBLIC



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**EXHIBIT A**

Lot 34, as shown on the Official Map of PIONEER TRAIL RANCH  
SUBDIVISION, UNIT NO. 1, recorded in the Office of the County  
Recorder, Douglas County, Nevada, on November 21, 1966, as  
Document No. 34628.

Assessor's Parcel No. 1319-10-311-015.

COPY

REQUESTED BY  
CLYNNE Bowersock  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 JAN 17 PM 3:13

WERNER CHRISTEN  
RECORDER

\$ 18.00 PAID K2 DEPUTY

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