

File No: 142-2051640 (KM)
A.P.N.: 1319-09-702-017

When Recorded, Mail To:
Lincoln Trust fbo Patricia D. Clark
P.O. Box 5831
Denver CO 80217

A.P.N.: 1319-09-702-017

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made **January 23, 2003**, between **Judith R. Brierly, an unmarried woman, TRUSTOR**, whose address is **2267 Main Street, Genoa, NV 89411, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Lincoln Trust Company Trustee FBO Patricia D. Clark, BENEFICIARY, Post Office Box 5831, Denver, CO 80217**

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

PARCEL **NO.** **1:**

Lots 11 and 12 in Block 14 as shown on the Trustee's Map of the TOWN OF GENOA, filed in the office of the County Recorder of Douglas County, Nevada. Excepting therefrom all that portion of said Lots 11 and 12 conveyed to the State of Nevada by Deed recorded December 11, 1986 in 1286 of Official Records at page 1305, Douglas County, Nevada, as Document No. 146500.

Assessment Parcel No. 17-094-07.

PARCEL NO. 2:

A right of way for maintenance of a quasi-municipal well as conveyed in the Deed granting easement recorded March 27, 1978 in Book 378 of Official Records at page 1651, Douglas County, Nevada.

In the event the undersigned should sell, transfer or convey, OR contract to sell, transfer or convey the real property encumbered by such deed of trust and note, or any portion thereof, or any interest therein, at the option of the holder of this note, the then unpaid balance of principal and interest due hereunder shall become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Beneficiary's consent of an assumption of one such transaction shall not be deemed to be 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, and profits.

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For the purposes of securing (1) payment of the sum of **Thirty five thousand seven hundred \$35,700.00** with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal 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 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.	258
						Records	

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 below) 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.

Dated: **January 29, 2003**

Date: Jan 29, 2003

X Judith R. Briery
Judith R. Briery

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A.P.N.: 1319-09-702-017

Deed of Trust - continued

File No.: 142-2051640 (KM)

Date: January 29, 2003

STATE OF NEVADA)
 : SS.
COUNTY OF Douglas)

This instrument was acknowledged before me on
1-29-03 by

Judith R. Brierly.

Notary Public

(My commission expires: 10-19-03)



COPY

REQUESTED BY

FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 JAN 29 PM 3: 47

WERNER CHRISTEN
RECORDER

PAID 16.00 DEPUTY Be

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