

File No: 143-2052633 (PS)  
A.P.N.: 1420-33-602-005

When Recorded, Mail To:  
James A. Farrar  
145 W. Evans-Reimer Rd  
Gridley, Ca 95948

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made February 5, 2003, between **Thomas J Farrar and LeeAnne Farrar, Husband and Wife, TRUSTOR**, whose address is **1336 Downs Dr., Minden, NV 89423, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **James A. Farrar and Maxine L. Farrar, Husband and Wife as Joint Tenants, BENEFICIARY**, whose address is **145 W. Evans-Reimer Rd., Gridley, CA 95948**.

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

**A parcel of land situated in the South 1/2 of the Northeast 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B. & M., described as follows:**

**PARCEL 1:**

**Beginning at the center of Section 33, Township 14 North, Range 20 East, M.D.B. & M., where there is set a 1" iron rod, thence South 89°49' East along the East-West 1/4 Section line of said Section 33, a distance of 1192.81 feet to the true point of beginning; thence South 89°49' East, a distance of 132.00 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 33, where there is set in the ground a concrete monument with a brass tag stamped R.E. 427; thence North 0°08' West, a distance of 340 feet to a point where there is set in the ground a 1/2 inch diameter steel rod; thence North 89°49' West, a distance of 132.00 feet; thence South 0°08' West, a distance of 340 feet to the point of beginning.**

**The above metes and bounds description appeared previously in the certain document recorded May 17, 2001, in Book 501, Page 4732, as Instrument No. 514313.**

**PARCEL 2:**

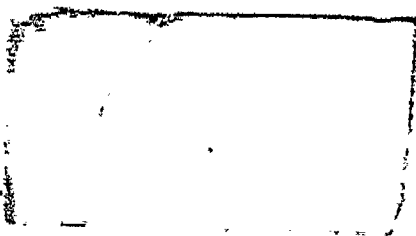
**An easement for ingress and egress as set forth in the Deed recorded January 5, 1972 in Book 95, Page 315, Document No. 57206.**

**Due On Sale**

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner whatsoever, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first handed and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable in full.

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BK 0203 PG 05849



**No Prepayment Penalty**

The herein payor hereby reserves the right to prepay, in whole or in part, at any time, toward the unpaid principal balance, without prepayment penalty.

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.

For the purposes of securing (1) payment of the sum of **\$thirteen thousand forty three and 97/100 dollars (\$13,043.97)** 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:

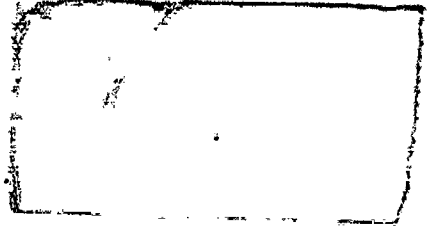
County	Book	Page	Doc. No.	County	Book	Page	Doc. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	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. 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 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.

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Thomas J. Farrar 2-12-03  
Thomas J Farrar Date

Lee Anne Farrar 2-12-03  
LeeAnne Farrar Date

STATE OF NEVADA )  
 )  
:SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on  
2/12/03 by  
Thomas J Farrar and  
Lee Anne Farrar



Patricia A. Stirling  
Notary Public  
(My commission expires: 10/29/06 )

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

2003 FEB 14 PM 12: 24

WERNER CHRISTEN  
RECORDER

\$/6<sup>00</sup> PAID RJ DEPUTY

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