16' Kathleen Kelly POBOX 2607 MINDEN NV 89423

APN: 1320-30-701-008 RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

SUSAN BULLARD 974 Birdie Court Gardnerville, Nevada 89410

MAIL TAX STATEMENTS TO:

ROBERT WIGTON
Post Office Box 960
Minden, Nevada 89423

DEED OF TRUST

This Deed of Trust, made this day of between Robert Wigton, herein called TRUSTOR, (a member of CLAPANWIG LLC, a Nevada Limited Liability Company), whose address is Post Office Box 960, Minden, Nevada 89423, and Stewart Title Company, herein called TRUSTEE, and Susan Bullard, herein called BENEFICIARY, whose address is 974 Birdie Court, Gardnerville, Nevada 89410.

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 portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.& M, and further described as:

Parcel 1 of Parcel Map for Breuer and Harrison, Inc. filed for record with the Douglas County Recorder on October 26, 1990 in Book 1090, Page 4256 as Document No. 237650. (Assessors Parcel No. 1320-30-701-008)

For the purpose of securing payment of the sum of NINETY FOUR THOUSAND, FOUR HUNDRED DOLLARS AND 46/100 (\$94,400.46) with 6% interest per annum thereon according to the terms of the promissory note of even date herewith made by Trustor payable to order of Beneficiary.

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.

In the event of sale or transfer, or of any agreement to sell or transfer any interest in the real property subject to this deed of trust securing this note, the unpaid balance under the

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promissory note securing this deed of trust shall become all due and payable at the option of the Beneficiary; or upon such transfer, the Beneficiary may allow an assumption of said promissory note or payments of the required service charge and on such conditions as the Beneficiary may require.

B. It is mutually agreed:

- (1) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (2) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (3) Trustor or Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (4) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the

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masculine gender includes the feminine and/or neuter and the singular number includes the plural.

(5) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law.

Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

ROBERT LOUIS WISTON, Member

CLAPANWIG LLC, a Nevada Limited Liability Company

STATE OF NEVADA

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SS.

COUNTY OF DOUGLAS

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On the ____ day of March, 2003 personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, proved to me to be ROBERT WIGTON the person described in and who executed the above instrument freely and voluntarily and for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Notary Public

DANIEL VILLALOBOS
Notary Public - State of Nevada

Appointment Recorded in Douglas County
No: 99-57654-5 - Expires August 17, 2003

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WERNER CHRISTEN RECORDER

DOUGLAS CO. HEVADA

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16. PAID PU DEPUTY