

A.P.N.: 1022-15-001-106  
 Escrow No. 2061193 PS  
 When Recorded Mail To:  
 Account Servicing Dept  
 C/O Western Title Company  
 1626 Highway 395  
 Minden, Nv 89423

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made April 2, 2003 between

Steven M Peterman and Kathryn L. Peterman, Husband and Wife as Joint Tenants, TRUSTOR,  
 whose address is 3701 Ballman Way Wellington Nv  
 (Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY, a Nevada corporation TRUSTEE,

whose address is 1503 Hwy. 395 N., Ste F., Gardnerville, NV 89410 and , BENEFICIARY,  
 Ken Phariss and Yvonne Phariss, Husband and Wife as Joint Tenants

whose address is 3690 Quail Run Trail, Wellington, Nv 89444

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Wellington NV County of Douglas, State of NEVADA described as:

3906 Carter Drive, Wellington, Nv 89444

**SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF FOR THE COMPLETE LEGAL DESCRIPTION**

**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.**

**THIS IS A PURCHASE MONEY DEED OF TRUST**

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 sum of \$70,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, 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 if 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 on the reverse side hereof) 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.

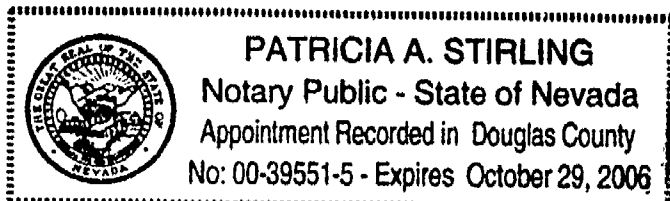
STATE OF NEVADA )  
 )  
 County of Douglas ) ss.

Signature of Trustor

*Steven M. Peterman*  
 Steven M. Peterman  
*Kathryn L. Peterman*  
 Kathryn L. Peterman

On April 15, 2003  
 personally appeared before me, a Notary Public,  
 Steven M. Peterman and Kathryn L. Peterman

Who acknowledged that he executed the above Instrument.  
*Patricia A. Stirling* Notary Public



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BK0403PG09264

EXHIBIT "A"

All that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

The following described parcel of land, lying entirely with Parcel B as shown on the Official Plat of TOPAZ RANCH ESTATES, UNIT NO. 4, as filed for record in the office of the County Recorder of Douglas County, Nevada, being more particularly described as follows:

Commencing at the Southeasterly corner of Lot 8, Block V, and proceeding;

Thence along the Westerly line of the Roadside Park Parcel, South 12°23'37" East 164.80 feet to a point on the Northerly line of a 60 foot wide roadway;

Thence along said Northerly line, South 72°34'51" West 817.47 feet to the true point of beginning;

Thence continuing along said line South 72°34'51" West 177.71 feet;

Thence leaving said line and proceeding North 17°25'09" West 252.94 feet;

Thence North 77°36'23" East 178.40 feet;

Thence South 17°25'09" East 237.31 feet to the true point of beginning.

The above metes and bounds description appeared previously in that certain document recorded December 21, 1979 as Document No. 40008.

143-2061193

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

2003 APR 18 PM 4:18

WERNER CHRISTEN  
RECORDER

\$15<sup>00</sup> PAID *KJ* DEPUTY

0574058

BK 0403 PG 09265