

File No: 142-2072499 (KM)  
A.P.N.: 1420-35-201-025

When Recorded, Mail To:  
David Kurtzman  
P.O. Box 14296  
So. Lake Tahoe, CA 96151

A.P.N.: 1420-35-201-025

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made **May 8, 2003**, between **Michael Gene Allen, a married man as his sole and separate property, TRUSTOR**, whose address is **1673 Chowbuck Drive, Minden, NV 89423, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **David Kurtzman, a married man, BENEFICIARY, P.O. Box 14296, South Lake Tahoe, CA 96151**

The note secured by this deed of trust contains provision for a late fee.

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.

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

**The North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), Section 35, Township 14 North, Range 20 East, M.D.B.&M.**

**EXCEPT THEREFROM all that portion of said land conveyed to WILLIAM L. DRESSER and FRANCES L. DRESSER, Trustees of THE DRESSER FAMILY TRUST, dated October 20, 1999, in Quitclaim Deed recorded October 27, 1999 in Book 1099, Page 4651, as Document No. 479498, described as follows:**

**A parcel of land situated in and being a portion of the N 1/2 of the Nw 1/4 of the SE 1/4 of the NW 1/4 of Section 35, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:**

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Beginning at the Northeast corner of the parcel which is the Northeast corner of the N 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 35, Township 14 North, Range 20 East, M.D.B.&M., thence Southerly a distance of 330.00 feet to the Southeast corner of the parcel and further being the Southeast corner of the parcel of land conveyed to RONALD L. MARKS, et ux, in Deed recorded March 25, 1966 in Book 39, Page 23 as Document No. 31485, Official Records; thence Westerly a distance of 264.00 feet to the Southwest corner of the parcel and further being the Southeast corner of the parcel of land conveyed to RICHARD J. ALLEN, et ux, in Deed recorded August 17, 1964 in Book 26, Page 246, Document No. 25870, Official Records; thence Northerly along the Easterly line of Allen's parcel, a distance of 330 feet to the Northwest corner of the parcel; thence Easterly parallel with the Southerly line of the herein-above described parcel, a distance of 264.00 feet to the

Point of Beginning.

The above metes and bounds description appeared previously in that certain document recorded January 2, 2002 in Book 102, Page 328 as Document No. 531451 of Official Records.

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 **Twelve thousand five hundred \$12,500.00** 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:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>	<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39	Mortgages	363	Lincoln			45902
Clark	850	Off. Rec.	682747	Lyon	37	Off. Rec.	341
Douglas	57	Off. Rec.	115	Mineral	11	Off. Rec.	129
Elko	92	Off. Rec.	652	Nye	105	Off. Rec.	107
Esmeralda	3-X	Deeds	195	Ormsby	72	Off. Rec.	537
Eureka	22	Off. Rec.	138	Pershing	11	Off. Rec.	249
Humboldt	28	Off. Rec.	124	Storey	"S"	Mortgages	206
Lander	24	Off. Rec.	168	Washoe	300	Off. Rec.	517
				White Pine	295	R.E.	258
						Records	

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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: May 08, 2003

Date: 5-8-03

*Michael Gene Allen*  
Michael Gene Allen

STATE OF NEVADA )

: ss.

COUNTY OF Douglas )

This instrument was acknowledged before me on 5-8-03

by Michael Gene Allen.

*Kathy Merrill*  
Notary Public

(My commission expires: 10-19-03)



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

2003 MAY 13 PM 3:48

WERNER CHRISTEN  
RECORDER

\$ 16.00 PAID *OK* DEPUTY

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