

A.P.N.: 1220-03-412-006  
File No: 142-2111179 (NMP)

When Recorded, Mail To:  
George Lombard  
2832 NE 25th Street  
Ft Lauderdale, FL 33305

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

2004 JAN -2 PM 3:48

WERNER CHRISTEN  
RECORDER

\$ 20<sup>00</sup> PAID BE DEPUTY

A.P.N.: 1220-03-412-006

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made December 29, 2003, between **Joan Costa, an unmarried woman and Justin Wing and Jennifer Wing, husband and wife, TRUSTOR**, whose address is **1371 Winwood Way, Gardnerville, NV 89410, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **George Lombard and Maria Lombard, Husband and Wife, BENEFICIARY**, whose address is **2832 NE 25th Street, Ft. Lauderdale, FL 33305**.

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

**LOT 4, BLOCK A, AS SHOWN ON THE FINAL MAP OF SOUTHGATE SERVICE PARK TWO (AN INDUSTRIAL SUBDIVISION) FILED FOR RECORD APRIL 2, 1992 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA IN BOOK 492, AT PAGE 182, AS DOCUMENT NO. 274729.**

#### 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.

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, and profits.

THIS DEED OF TRUST IS BEING SIGNED IN COUNTERPART

A.P.N.: 1220-03-412-006

Deed of Trust - continued

File No.: 142-2111179 (NMP)

Date: December 29, 2003

For the purposes of securing (1) payment of the sum of \$One hundred forty thousand dollars (\$140,000.00) 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	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.

Dated: December 29, 2003

Joan Costa

Justin Wing

Jennifer Wing

A.P.N.: 1220-03-412-006

Deed of Trust - continued

File No.: 142-211179 (NMP)

Date: December 29, 2003

STATE OF *Nevada*

)

:SS.

)

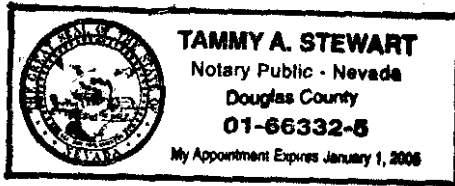
COUNTY OF **Douglas**

This instrument was acknowledged before me on  
by *December 31, 2003*

*Joan Costa and Justin Wing and Jennifer Wing*

*Tammy A. Stewart*  
Notary Public

(My commission expires: )



COOPER

A.P.N.: 1220-03-412-006  
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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, and profits.

THIS DEED OF TRUST IS BEING SIGNED IN COUNTERPART

0601093

BK0104PG00290

A.P.N.: 1220-03-412-006

Deed of Trust - continued

File No.: 142-2111179 (NMP)

Date: December 29, 2003

For the purposes of securing (1) payment of the sum of \$One hundred forty thousand dollars (\$140,000.00) 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>
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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: December 29, 2003

Joan Costa  
Joan Costa

Justin Wing  
Justin Wing

Jennifer Wing  
Jennifer Wing

0601093

BK0104PG00291

A.P.N.: 1220-03-412-006

Deed of Trust - continued

File No.: 142-2111179 (NMP)

Date: December 29, 2003

STATE OF )  
 ) ss.  
 COUNTY OF **Douglas** )

SEE ATTACHED FOR NOTARY ACKNOWLEDGEMENT

This instrument was acknowledged before me on  
by

~~Joan Costa and Justin Wing and Jennifer Wing~~

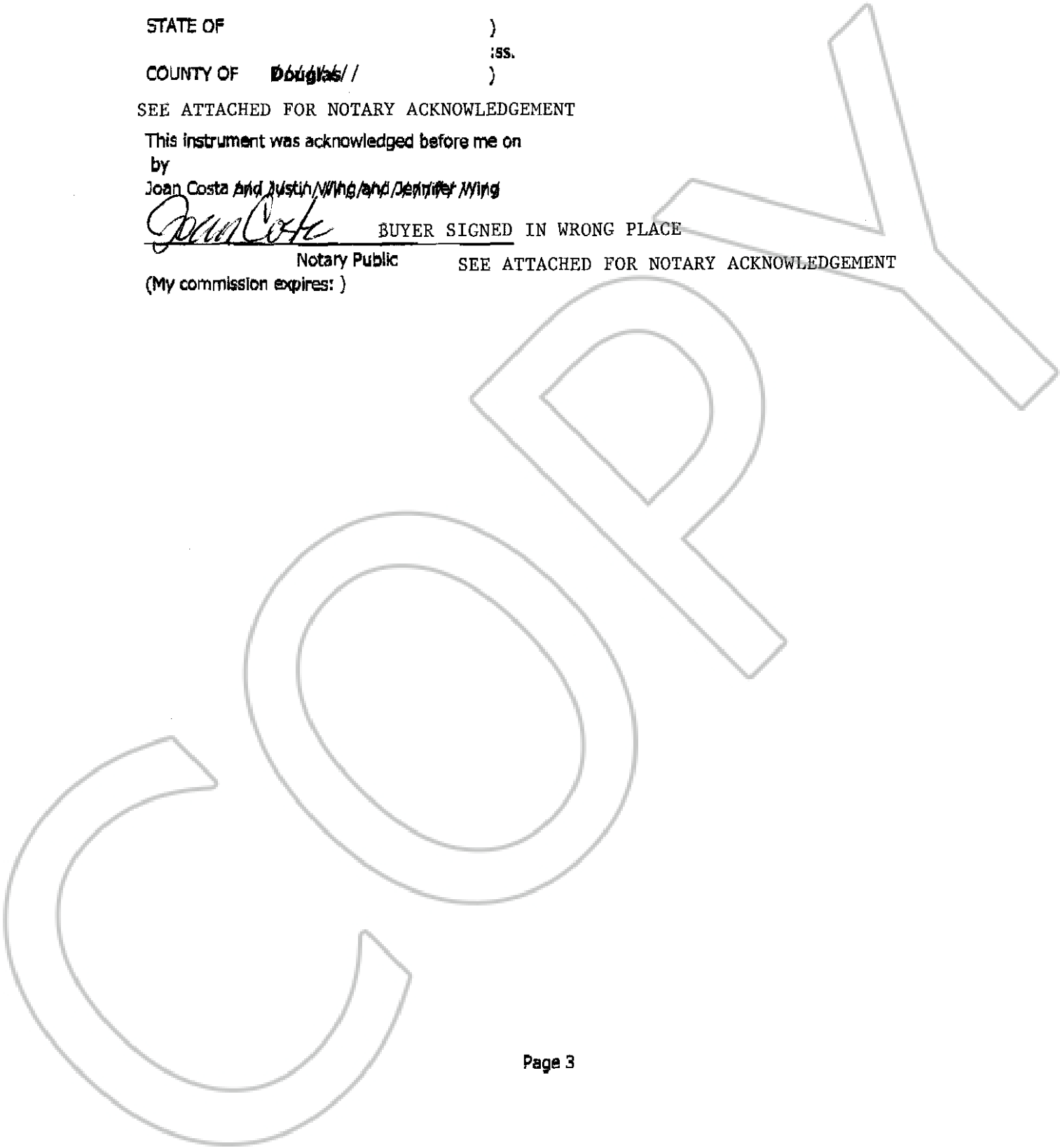
*Joan Costa*

BUYER SIGNED IN WRONG PLACE

Notary Public

SEE ATTACHED FOR NOTARY ACKNOWLEDGEMENT

(My commission expires: )



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Joaquin } ss.

On December 31, 2003 before me, Marie Costa, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared \*\*\*\*\*Joan Costa\*\*\*\*\*  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Marie Costa  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

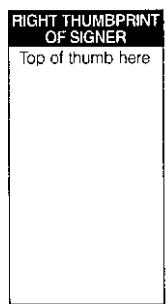
**Description of Attached Document**

Title or Type of Document: Deed of Trust  
Document Date: 12/29/2003 Number of Pages: 6  
Signer(s) Other Than Named Above: Justin Wing, Jennifer Wing, George Lombard & Marie Lombard

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney-in-Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



0601093  
BK0104PG00293