

REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

A.P.N. 1420-07-210-007
ESCROW NO. 23303243

2004 JAN 30 PM 1:15

WERNER CHRISTEN
RECORDER

\$ 16⁰⁰ PAID BR DEPUTY

WHEN RECORDED MAIL TO:

RONALD JOSEPH MOGAB
LORRAINE GAIL PEET MOGAB
805 Pawnee Street
Carson City, Nevada 89705

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 29day of January , 2004, between , MARCUS WERTZ and KRISTY WERTZ husband and wife as joint tenants , herein called TRUSTOR,

whose address is 805 PAWNEE STREET, CARSON CITY, NEVADA 89705

and **MARQUIS TITLE & ESCROW, INC.**, a Nevada Corporation, herein called TRUSTEE and

RONALD JOSEPH MOGAB and LORRAINE GAIL PEET MOGAB Trustees of THE RONALD JOSEPH AND LORRAINE GAIL MOGAB REVOCABLE TRUST dated June 22, 1992 ,herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas , State of Nevada, being Assessment Parcel No. 1420-07-210-007, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

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 \$ 36,000.00 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 evidence 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:


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COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	8 6 1 2 2 6		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Douglas	1286 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko	545 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	110 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Eureka	153 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077				
Lander	279 Off. Rec.						

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



 MARCUS WERTZ



 KRISTY WERTZ

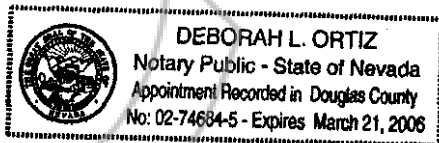
STATE OF NEVADA
 COUNTY OF Douglas

On January 29, 04 personally appeared before me, a Notary Public, MARCUS WERTZ and KRISTY WERTZ

who acknowledged that ~~he/she~~ they executed the above instrument.



 Notary Public



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EXHIBIT "A"

The land referred to herein is situate in Douglas County, State of Nevada, and is described as follows:

All that certain lot, piece or parcel or portion of land situate, lying and being within the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada and more particularly described as follows:

All that portion of Lots 1 and 2, as shown on the map of VALLEY VIEW SUBDIVISION, UNIT 3 and more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, as shown on the aforesaid map which point is the TRUE POINT OF BEGINNING;

thence along the West line of Said Parcels 1 and 2 North $00^{\circ}10'45''$ East, a distance of 207.62 feet;

thence leaving said line North $89^{\circ}51'15''$ East, a distance of 135.49 feet;

thence South $00^{\circ}10'45''$ West, a distance of 57.60 feet;

thence North $89^{\circ}51'15''$ East, a distance of 101.00 feet to a point on the East line of aforesaid Lot 1;

thence along said Southeast line South $00^{\circ}10'45''$ West, a distance of 148.69 feet to the Southeast corner of said Lot 1;

thence along the South line of said Lot 1, South $89^{\circ}31'56''$ West, a distance of 236.50 feet to the TRUE POINT OF BEGINNING.

Per NRS 111.312, this legal description was previously recorded on July 31, 1995, in Book 795, at Page 4770, as Document No. 367195, of Official Records.

Assessor's Parcel No. 1420-07-210-007

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