

APN: 1220-24-410-004  
Recording requested by and mail documents and tax statements to:

Name: Larry D. Roussel  
Address: P.O. Box 6372  
City/State/Zip: Incline Village, NV  
89450  
DED103  
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REQUESTED BY  
Larry Roussel  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 FEB -5 PM 1:49

WERNER CHRISTEN  
RECORDER

\$17<sup>00</sup> PAID Bh DEPUTY

### DEED OF TRUST

THIS DEED OF TRUST, made this 5<sup>th</sup> day of February, 20 04  
between James A. and Yvonne M. Vinton  
(hereinafter called GRANTOR or TRUSTOR), whose mailing address is 644 Frontage  
Road Gardnerville, Nevada 89460  
and Larry D. Roussel  
(hereinafter called Trustee), and Larry D. Roussel  
(hereinafter called BENEFICIARY).

WITNESSETH: That Whereas Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of forty thousand dollars and 00/100 DOLLARS (\$ 40,000<sup>00</sup> -) and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter be advanced for the account N/A of Trustor by Beneficiary with interest thereon.

TRUSTOR irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Douglas County, Nevada described as:  
(Set forth legal description and commonly known street address, if known)

Lot 6 of River View Estates as shown on the official map thereof filed in the office of the County Recorder of Douglas County, State of Nevada on December 15<sup>th</sup>, 1965, in book 36, at Page 522, as Document No. 30903

TOGETHER WITH all appurtenances in which Trustee has any interest, including water rights benefitting said realty whether represented by shares of a company or otherwise; and


TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.


TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following covenants Nos. 1,2,3,4,5,6,7,8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 \$ 10,000 ; Covenant No. 4, 100 %; Covenant No. 7 100%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.


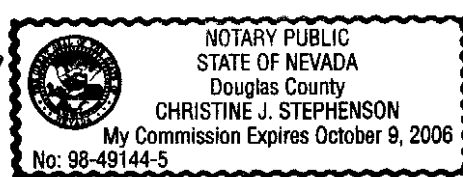
THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF, Grantor has executed this instrument.

IN WITNESS WHEREOF, I/We have hereunto set my hand/our hands this 5 day of February 20 04.

  
Signature  
James A. Vinton  
Print or type name here

  
Signature  
Yvonne M. Vinton  
Print or type name here

STATE OF )
COUNTY OF )
On this <u>5</u> day of <u>February</u> , 20 <u>04</u> , personally appeared before me, a Notary Public <u>James A. Vinton, and Yvonne M. Vinton</u> personally known to me to be the person(s) whose name(e) is subscribed to the above instrument who acknowledged that <u>they</u> executed this instrument. Witness my hand and official seal.
 Notary Public My commission expires: <u>October 9, 2006</u> Consult an attorney if you doubt this forms fitness for your purpose.


**RECORDER: DO NOT RECORD**

The following are the trusts and agreements referred to and incorporated by reference in the forgoing deed of trust:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and work manlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof, not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or of any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part hereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat hereof, join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and

for in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of Default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three (3) months shall have elapsed following recordation of any such notice of default Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee in its sale discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) The Grantor, Pledgor, and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.

(b) Trustee may postpone sale of all or any portion, of said property, by the public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement of the time previously appointed.

(c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sale discretion, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and these Trusts, including cost of evidence of title and Trustee's fee in connection with sale all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled hereto.

12. The Beneficiary or assigns may at any time, by instrument in writing, appoint a successor or successors to the trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated shall be conclusive on the original Trustee. If there be more than one Trustee, either may act alone and execute the trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sale Trustee of such requests shall be conclusive evidence thereof, and or the authority of such sale Trustee to act.

13. This Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender, includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges of the note secured hereby.

16. Where not inconsistent with the above, the following covenants, No. 1, 2 (\$ 10,000), 3, 4 (10%), 5, 6, 7 (100%), 8, and 9, as amended to date of recording of this Deed of Trust, of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

