

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

A.P.N.: 1220-17-501-016
File No: 143-2130764 (JJ)

2004 APR -6 PM 12: 51

When Recorded, Mail To:
The Miller Living Trust
1188 Sage Ocean Court
Gardnerville, NV 89460

WERNER CHRISTEN
RECORDER

\$16 PAID *KJ* DEPUTY

A.P.N.: 1220-17-501-016

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made March 31, 2004, between **Severiano Lazcano, an unmarried man, TRUSTOR**, whose address is **1000 Datta Drive, Elko, NV 89801, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Frederick T. Miller and Karen E. Miller, Trustees or their successors in trust, under The Miller Living Trust Dated September 1, 2000, and any amendments thereto, BENEFICIARY**, whose address is **1188 Sage Ocean Court, Gardnerville, NV 89460.**

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

A parcel of land located within a portion of the Northeast one-quarter of the Northeast one-quarter of Section 17, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 and being a 1/2" iron pipe as shown on the Parcel Map for J.D. Drayton, Document No. 71987 of the Douglas County Recorder's Office, said point bears S. 80°05'53" W. 935.72 feet from the Northeast corner of said Section 17, being a 1" iron pipe;

thence S. 00°37'50" W. 311.49 feet;

thence N. 88°56'51"W., along the Northerly line of the Bauer parcel as recorded in Book 493 at page 2090, as Document No. 304504 of the Douglas County Recorder's Office, 342.28 feet to a 5/8" rebar and a point on the Easterly line of a 50' wide easement as shown on said Parcel Map;

thence N. 00°21'48" W. along said Easterly line, 301.92 feet to a 1/2" iron pipe and the Southwest corner of said Parcel 1;

thence N. 89°27'37" E., along the Southerly line of said Parcel One, 347.58 feet to the Point of Beginning.

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Basis of Bearing: The centerline of Springfield Drive as shown on Pleasantview Phase IV Final Map, Document No. 324312 of the Douglas County Recorder's Office, (N. 20°00'00").

Said parcel being further shown as Parcel 1 on Record of Survey/Lot Line Adjustment recorded October 10, 1995 as Document No. 372263, Official Records, Douglas County, Nevada.

The above metes and bounds description appeared previously in that certain document recorded January 14, 2000 as Document No. 484453 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 **Sixty five thousand and 00/100ths** dollars (**\$65,000.00**) 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:

"Privilege is reserved of paying this Note in full or in part at any time prior to its maturity without penalty/bonus, and interest shall thereupon cease on principal so paid."

<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: March 31, 2004

Severiano Lazcano
Severiano Lazcano

STATE OF NEVADA)
)
) :SS.
COUNTY OF ELKO)

This instrument was acknowledged before me on
April 1, 2004, by
Severiano Lazcano

Cherish A. Senrud
Notary Public

(My commission expires:
1-3-2008)

