

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 MAY -5 PM 12:59

WERNER CHRISTEN
RECORDER

3/16 PAID DEPUTY

A.P.N.: 1022-16-002-087
File No: 143-2135743 (JJ)

When Recorded, Mail To:
The Durkin Family Trust
1309 Lerida Way
Pacifica, CA 94044

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made April 19, 2004, between **Thomas Retzlaff and Tiffany Retzlaff, husband and wife as joint tenants, TRUSTOR**, whose address is **3641 Quail Run Way, Wellington, NV 89444, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Robert Durkin, Trustee of the 1991 Durkin Family Trust dated February, 1991, BENEFICIARY**, whose address is **1309 Lerida Way, Pacifica, CA 94044**.

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 6, AS SET FORTH ON THE MAP OF PLEASANT MEADOWS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON NEVADA, ON OCTOBER 12, 1993, IN BOOK 1093, AT PAGE 1611, AS DOCUMENT NO. 319836, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND BY CERTIFICATE OF AMENDMENT RECORDED ON MARCH 1, 2001, IN BOOK 301, AT PAGE 17, AS DOCUMENT NO. 509601, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

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.

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 **Forty Five Thousand and 00/100ths** dollars (**\$45,000.00**) 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.

0612280

BK0504PG01364

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: 04/19/2004

0612280

BK 0504 PG 01365

Thomas Retzlaff
Thomas Retzlaff

Tiffany Retzlaff
Tiffany Retzlaff

STATE OF **NEVADA**)
)
) :ss.
COUNTY OF **DOUGLAS**)

This instrument was acknowledged before me on
May 3, 2004 by
Thomas Retzlaff and Tiffany Retzlaff

J. Jones
Notary Public
(My commission expires: 8-21-07)



0612280

BK0504PG01366