

Assessor's Parcel Number: 1320-26-002-042

Recording Requested By:

Name: FIRST AMERICAN TITLE

Address: 1512 Highway 395 North #1

City/State/Zip Gardnerville, NV 89410

R.P.T.T.: _____

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

2004 JUN -2 PM 12:52

WERNER CHRISTEN
RECORDER

\$17⁵⁰ PAID KJ DEPUTY

Deed of Trust
(Title of Document)

Document being re-recorded to correct legal description.

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

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A.P.N.: 1320-26-002-042
File No: 143-2118741 (MO)

2004 MAY 20 PM 4:13

When Recorded, Mail To:
J and W Development Co.
820 Mustang Lane
Gardnerville, NV 89410

WERNER CHRISTEN
RECORDER

s/le w PAID *sc* DEPUTY

A.P.N.: 1320-26-002-042

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made , between **Cynthia Failor, a married woman as her sole and separate property, TRUSTOR**, whose address is **2626 Squires Street, Minden, NV 89423, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **J and W Development Company, A Nevada LLC, BENEFICIARY**, whose address is **820 Mustang Lane, Gardnerville, NV 89410**.

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

Parcel 11 as shown on the Parcel Map (#LDA-01-037) for J & W Development Co., LLC, filed in the office of the Douglas County Recorder on June 27, 2002, as File No. 54577A/

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Excepting therefrom all minerals, oils, gas and other hydrocarbons as deeded to Stock Petroleum Co., Inc., in Document No. 42677 of Official Records of Douglas County, Nevada.

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 **One hundred fifty two thousand and 00/100ths dollars (\$152,000.00)** 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.

***RE-RECORDING TO CORRECT LEGAL DESCRIPTION

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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: **May 13, 2004**

Cynthia Failor

Cynthia Failor

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

This instrument was acknowledged before me on
 May 19th, 2004, by
 Cynthia Failor

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A.P.N.: 1320-26-002-042


Deed of Trust - continued

File No.: 143-2118741 (MO)

Date: May 13, 2004



Notary Public
(My commission expires: 8-31-07)

 J. JONES
Notary Public - State of Nevada
Appointment Recorded In Douglas County
No: 03-83980-5 - Expires August 21, 2007

COOPER

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