## MARQUISTITLE & ESCROW

IN OFFICIAL RECORDS OF COUNTAGE

2004 JUN 29 PM 4: 13

WERNER CHRISTEN RECORDER

SIS PAID W DEPUTY

A.P.N. 1121-06-000-005 ESCROW NO. 247181

WHEN RECORDED MAIL TO: Paul Mueller 530 W. 3rd San Dimas, Ca 91773

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16day of June, 2004, between, PAUL MUELLER , herein called TRUSTOR,

whose address is 530 W. 3rd, San Dimas, CA 91773

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

JAMES BUCKLEY and CARMEN BUCKLEY, husband and wife as joint tenants, 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. 1121-06-000-005, more specifically described as follows:

Being a portion of the East 1/2 of the Northwest 1/4 of Section 6, Township 11 North, Range 21 East, M.D.B.&M., more particularly described as follows:

Parcel D of Parcel Map for Frank Griffin, recorded December 21, 1982, in Book 1282, Page 1166, Official Records of Douglas County, State of Nevada, as Document No. 74140.

## 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 \$\$110,000.00 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:

0617492

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.

PAUL MUELLER

COUNTY OF DOUGHS

On June 22, 2004

, personally appeared before me, a Notary Public, Paul Mueller

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

Notary Public

