

A.P.N.: 1022-10-001-082
File No: 143-2146968 (JJ)

When Recorded, Mail To:
Charles D. Hicks & Patricia R. Hicks
7124 Salisbury
West Hills, CA 91307

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

2004 JUL 26 PM 1:29

WERNER CHRISTEN
RECORDER

\$15⁰⁰ PAID *ml* DEPUTY

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made 28th day of June, 2004,, between **Virgil D. Hendrix an unmarried man and Dana Langley, an unmarried woman as joint tenants, TRUSTOR**, whose address is **1201 Spatter Cone Road, Wellington, NV 89444, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Charles Hicks and Pat Hicks, BENEFICIARY**, whose address is **7124 Salisbury Road, West Hills, CA 91307**.

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 47 AS SHOWN ON THE MAP OF TOPAZ RANCH ESTATES UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON FEBRUARY 20, 1967, AS DOCUMENT NO. 35464.

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, irrespectively 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 **One hundred thirty four thousand nine hundred five and 00/100ths dollars (\$134,905.00)** 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:

0619789

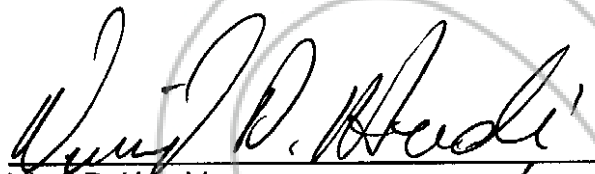
BK 0704 PG 11062

<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: **June 28, 2004**



 Virgil D. Hendrix




 Dana Langley

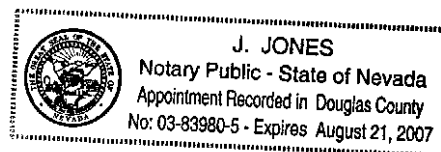
STATE OF **NEVADA**)
) :ss.
 COUNTY OF **DOUGLAS**)

This instrument was acknowledged before me on
 July 22, 2004, by

Virgil D. Hendrix and Dana Langley



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



0619789

BK0704PG11063