

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

A.P.N.: 1420-33-410-008
File No: 131-2151355 (GB)

2004 JUL 27 PM 1:03

When Recorded, Mail To:
Steve Pascal, Trustee
701 S. Carson Street #101
Carson City, NV. 89701

WERNER CHRISTEN
RECORDER

s/16⁰⁰ PAID *Kj* DEPUTY

A.P.N.: 1420-33-410-008

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made July 16, 2004, between **Weston E. Emery and Kathleen A. Emery, husband and wife as joint tenants, TRUSTOR**, whose address is **2640 Wild Rye Court, Minden, NV 89423, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Steve Pascal, Trustee of the Steve Pascal Trust dated August 29, 1990, BENEFICIARY**, whose address is **701 S. Carson Street, #101, Carson City, NV. 89701.**

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 55, AS SET FORTH ON THAT SUBDIVISION MAP ENTITLED WILDHORSE ANNEX UNIT NO. 2, A PLANNED UNIT DEVELOPMENT, RECORDED OCTOBER 10, 1994 IN BOOK 1094 AT PAGE 1490, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, AS DOCUMENT NO. 348105.

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 thousand and 00/100ths** dollars (**\$40,000.00**) 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.

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BK0704PG11714

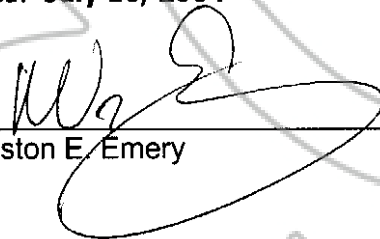
To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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	

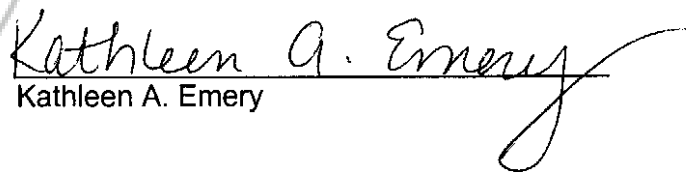
shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of 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: July 16, 2004



Weston E. Emery



Kathleen A. Emery

STATE OF **Nevada**)
)
) :SS.
)
COUNTY OF **Carson City**)

This instrument was acknowledged before me on 7/20/04
by

Weston E. Emery and Kathleen A. Emery

Rishele L. Thompson

Notary Public

(My commission expires:)



RISHELE L. THOMPSON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 99-54931-5 - Expires April 10, 2007