

APN 1220-16-310-020  
TSI # 04-50399

**SHORT FORM DEED OF TRUST AND ASSIGNMENT  
OF RENTS**

REQUESTED BY  
**TSI TITLE & ESCROW**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 JUL 30 PM 3:05

WERNER CHRISTEN  
RECORDER

\$17<sup>00</sup> PAID *KJ* DEPUTY

This Deed of Trust, made this 22<sup>nd</sup> day of July, 2004, between

DANA A. BOOMHOWER, AN UNMARRIED MAN, herein called TRUSTOR,

whose address is 1280 Kyndal Way, Gardnerville, NV. 89460  
(number and street) (city) (state) (zip)

and TSI TITLE AND ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

TERRENCE L. McCUE AND COLLEEN F. McCUE, HUSBAND AND WIFE  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION  
SEE EXHIBIT "B" ATTACHED HERETO FOR PROVISIONS

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$95,500.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note of even date herewith secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county, viz.:

DOCUMENT				DOCUMENT				DOCUMENT			
COUNTY	NO.	BK.	PG.	COUNTY	NO.	BK.	PG.	COUNTY	NO.	BK.	PG.
Clark	413987	514		Humboldt	116986	3	83	Nye	47157	67	163
Churchill	104132	34 mrgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573 Rmtgs.	112	
Esmeralda	26291	3H deeds	138	Lyon	88486	31 mtgs.	449	White Pine	128126	261	341-3
Eureka	39602	3	283	Mineral	76648	16 mtgs.	534				

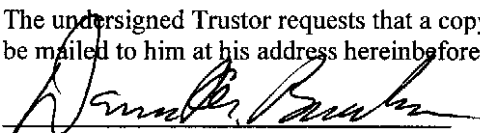
(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

0620261

BK 0704 PG 13818

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ 95,500.00 and with respect to attorneys' fees provided for by covenant 7 the percentage shall be \_\_\_\_\_ %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

  
\_\_\_\_\_  
DANA A. BOOMHOWER

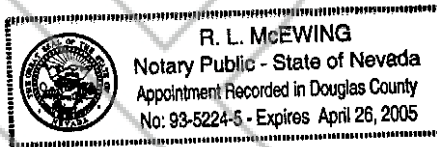
STATE OF NEVADA

COUNTY OF: DOUGLAS

ON 7-22-04, before me R.L. McEWING personally appeared DANA A. BOOMHOWER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) , or the entity upon behalf of which the person(s) acted, executed the instrument

Witness my hand and official seal.

Signature 



RETURN TO:  
TSI TITLE & ESCROW, INC.  
P.O. BOX 7197  
STATELINE, NV. 89449  
ESCROW NO.: 04-50399-RM  
WHEN RECORDED MAIL TO:

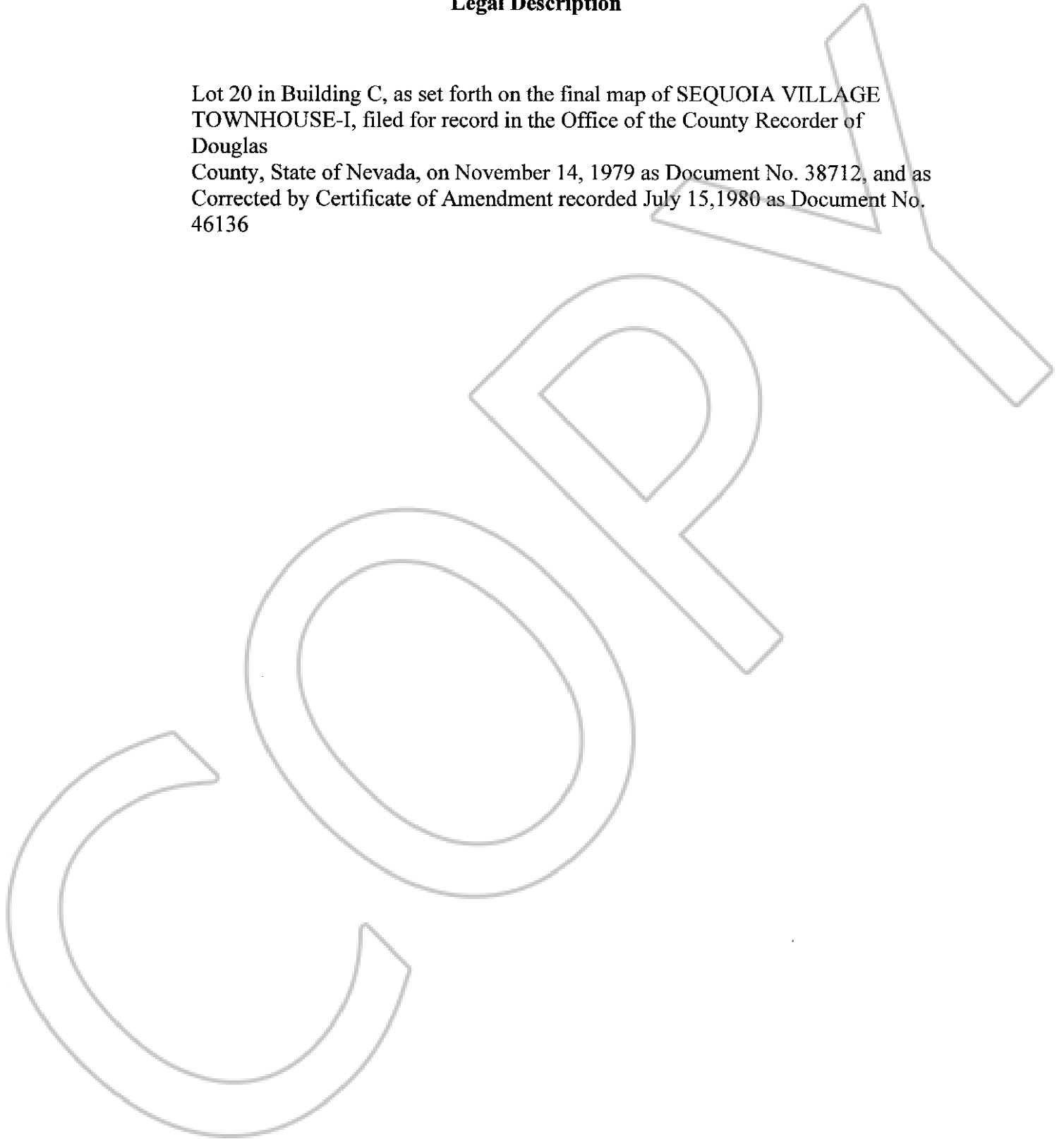
MR. & MRS. McCUE  
994 RUBIO WAY  
GARDNERVILLE, NV. 89460

0620261

BK0704PG13819

**EXHIBIT "A"**  
**Legal Description**

Lot 20 in Building C, as set forth on the final map of SEQUOIA VILLAGE  
TOWNHOUSE-I, filed for record in the Office of the County Recorder of  
Douglas  
County, State of Nevada, on November 14, 1979 as Document No. 38712, and as  
Corrected by Certificate of Amendment recorded July 15, 1980 as Document No.  
46136



0620261  
BK0704PG13820

EXHIBIT "B"

IN THE EVENT TRUSTOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BENEFICIARY AGREES TO SELLS, AGREES TO SELL, TRANSFER OR CONVEYS ITS INTEREST IN SAID REAL PROPERTY OR ANY INTEREST THEREIN, BENEFICIARY MAY AT ITS OPTION DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST IMMEDIATELY DUE AND PAYABLE. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS. THE TERMS "TRUSTOR" AND "BENEFICIARY" INCLUDE THEIR SUCCESSORS.

0620261

BK0704PG13821