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APN # 1318-16-810-025

Recording Requested by:

✓ Name GARY A-TATE

Address P.O. Box 11718

City/State/Zip Zephyr Cove, NV 89448

REQUESTED BY
Gary A Tate
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 23 PM 12: 03

WERNER CHRISTEN
RECORDER

\$ 41⁰⁰ PAID ka DEPUTY

(for Recorder's use only)

SHORT FORM Deed of TRUST
(Title of Document)

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 printed.

0622244

BK0804PG09395

Short Form Deed of Trust and Assignment of Rents

This Deed of Trust, made this 7 day of JUNE, 2004, between
GARY A. TATE AND SHERI ANN TATE, TRUSTEES OF THE TATE FAMILY
REVOCABLE TRUST, DTD APRIL 25, 1990, herein called TRUSTOR, whose address is
P.O. Box 11718, ~~CARMEL HATTON~~ Zephyr Cove, NV 89448
(NUMBER AND STREET) (CITY) (STATE) (ZIP)

and TSI TITLE AND ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and
ROBERT F. WYNKOOP TRUSTEE OF THE ROBERT F. WYNKOOP REVOCABLE LIVING TRUST,
 herein called BENEFICIARY. O/A Dtd. 4/29/2004

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 Attachment "A"

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 \$ 274,024.00 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	NUMBER	BOOK	PAGE	COUNTY	NUMBER	BOOK	PAGE	COUNTY	NUMBER	BOOK	PAGE
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	R mtgs.	112
Esmeralda	26291	3H deeds	138-141	Lyon	88486	31 mtgs.	449	White Pine	128126	261	341-3
Eureka	39602	3	283	Mineral	76648	16 mtgs.	534-537				

(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.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ _____
 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.

Gary A. Tate

Sheri Ann Tate

GARY A. TATE, as trustee

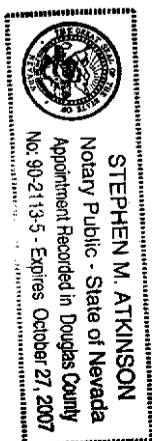
Sheri Ann Tate, as trustee

STATE OF NEVADA)
 COUNTY OF DOUGLAS) ss.

On JULY 28, 2004
 personally appeared before me, a Notary Public,
GARY A. TATE
SHERI ANN TATE

who acknowledged that they executed the above
 instrument.

Signature: [Signature]
 Notary Public



RETURN TO:

WHEN RECORDED MAIL TO:

0622244

**Description of new adjusted Lot 55, Second Amended Plat
of Elks Subdivision, Douglas County, Nevada:**

Those portions of Lots 54, 55 and 56 as shown on the Official Plat of the Second Amended Elks Subdivision filed on June 5, 1952, the Lot Line adjustment Record of Survey for George Depuy filed July 25, 1979 and the Lot Line Adjustment Record of Survey for Reed Dopf filed March 3, 1986, and more particularly described as follows:

Commencing at the Southeast corner of said Lot 55, North $84^{\circ}42'33''$ West, a distance of 42.00 feet to a point; thence North $14^{\circ}16'16''$ West, a distance of 23.88 feet to a point; thence North $5^{\circ}17'27''$ East, a distance of 12.00 feet to a point; thence North $30^{\circ}30'00''$ West, a distance of 15.82 feet to a point; thence North $59^{\circ}30'00''$ East, a distance of 11.40 feet to a point; thence North $5^{\circ}17'27''$ East, a distance of 46.00 feet, more or less, to a point which is the Northwest corner of said Lot 55; thence South, $84^{\circ}42'33''$ East, a distance of 15.70 feet to a point; thence South $32^{\circ}29'05''$ East, a distance of 83.60 feet to a point; thence South $5^{\circ}07'32''$ West, a distance of 33.92 feet, more or less, to a point on the South line of said Lot 55; thence North $84^{\circ}42'33''$ West, a distance of 17.00 feet to the said Southeast corner of said Lot 55, the Point of Commencing.

NOTE: Said metes and bounds legal description previously appeared in said document recorded May 8, 1990 Book 590 as Instrument No. 1119.

TOGETHER will all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

ATTACHMENT "A"

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BK 0804 PG 09397