

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

A.P.N.: 1220-16-113-002
File No: 143-2160454 (JJ)

2004 SEP 13 PM 1:02

When Recorded, Mail To:
Robert Samuel Simon
525 SE Marion Street, Ste. 3
Portland, OR 97202-7078

WERNER CHRISTEN
RECORDER

s. / 16 W PAID *Be* DEPUTY

A.P.N.: 1220-16-113-002

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made September 3, 2004, between **Joseph H. Simon and Rosemarie B. Simon, husband and wife as community property, TRUSTOR**, whose address is **980 Wintergreen Drive, Gardnerville, NV 89460, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Robert Samuel Simon, A Married Man as His Sole and Separate Property, BENEFICIARY**, whose address is **525 SE Marion Street, Ste. 3, Portland, OR 97202-7078**.

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 46, IN BLOCK A, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW PHASE III, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 4, 1992, IN BOOK 1292, PAGE 815, AS DOCUMENT NO. 294729.

THIS DEED OF TRUST IS BEING RECORDED TO SECURE A NOTE WITH THE ORIGINAL DATE OF AUGUST 25, 2001, WITH ALLONGES DATED DECEMBER 1, 2003 AND APRIL 23, 2004. ALL TERMS AND CONDITIONS OF THESE DOCUMENTS SHALL REMAIN THE SAME.

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.

0623981

BK 0904 PG 04340

For the purposes of securing (1) payment of the sum of **Six hundred thirty five thousand and 00/100ths** dollars (**\$635,000.00**) 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.

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: **September 03, 2004**

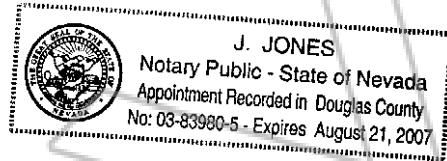


 Joseph H. Simon



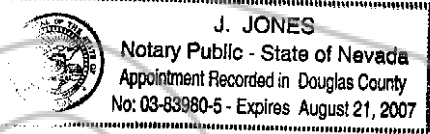
 Rosemarie B. Simon

STATE OF **NEVADA**)
)
) :SS.
)
COUNTY OF **Douglas**)



This instrument was acknowledged before me on
September 3, 2004, by
Joseph H. Simon

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



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

This instrument was acknowledged before me on
September 7, 2004, by
Rosemarie B. Simon

[Signature]
Notary Public
(My commission expires: March 8, 2007)

