

A.P.N.: 1220-22-410-068  
File No: 143-2167963 (MO)

REQUESTED BY  
*Tana Runacres*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

When Recorded, Mail To:  
Jesse McGuire  
1350 Centerville Lane #34  
Gardnerville, NV 89410

2004 OCT 25 PM 4: 10

WERNER CHRISTEN  
RECORDER

✓ *Tana Runacres*  
*888 mahogany dr.*  
*Minden, NV. 89423*

\$ *16.00* PAID *32* DEPUTY

## DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made October 11, 2004, between **Jesse McGuire, Personal Representative of the Estate of Wayne Gardner Killen, TRUSTOR**, whose address is **1350 Centerville Lane #34, Gardnerville, NV 89410, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Peter G. Runacres and Tana Runacres, husband and wife as joint tenants, BENEFICIARY**, whose address is **888 Mahogany Drive, Minden, NV 89423**.

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 884, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, AS DOCUMENT NO. 72456.**

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 **Eight thousand seven hundred and 00/100ths** dollars (**\$8,700.00**) 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           |

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|          |              |     |        |  |            |                  |     |        |
|----------|--------------|-----|--------|--|------------|------------------|-----|--------|
| 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 |        |

### **Due On Sale Provision**

Note and deed of trust to contain the following or similar provision: "In the event the undersigned should sell, transfer or convey, OR contract to sell, transfer or convey the real property encumbered by such deed of trust and note, or any portion thereof, or any interest therein, at the option of the holder of this note, the then unpaid balance of principal and interest due hereunder shall become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Beneficiary's consent of an assumption of one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions."

### **No Prepayment Penalty**

The herein payor hereby reserves the right to prepay, in whole or in part, at any time, toward the unpaid principal balance, without prepayment penalty.

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: **October 11, 2004**

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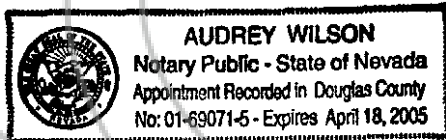
Jesse McGuire, Personal Representative of  
the Estate of Wayne Gardner Killen

Jesse McGuire  
Jesse McGuire, Personal Representative

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

This instrument was acknowledged before me on  
10/21/2004 by

Jesse McGuire  
Audrey Wilson  
Notary Public  
(My commission expires: April 18, 2005)



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