

APN 1220-24-810-016

**Recording Requested by and
When Recorded, Mail to:**

✓ Brooke · Shaw · Zumpft
1590 Fourth Street
Minden, Nevada 89423

REQUESTED BY
Brooke Shaw Zumpft
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC 15 AM 11:31

WERNER CHRISTEN
RECORDER

\$18⁰⁰ PAID KJ DEPUTY

DEED OF TRUST WITH ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this 6 day of December, 2004, between Dustin Cinciala, herein called TRUSTOR, whose address is 641 Thorobred Avenue, Gardnerville, Nevada 89410, and Brooke · Shaw · Zumpft, herein called TRUSTEE, and David and Yvonne Cinciala, herein called Beneficiary, whose address is 1480 Glenwood Drive, Gardnerville, Nevada 89460, Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 1220-24-810-016, and specifically described as:

See Exhibit A attached hereto and incorporated herein by this reference.

Trustor ALSO ASSIGNS to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred, RESERVING, HOWEVER, the right to collect and use the same as long as there is no existing default hereunder, AND DOES HEREBY AUTHORIZE Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby, and; (3) Performance of each agreement of Trustor incorporated by reference or contained herein.

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 agrees to perform and be bound by each and all of the following:

1. To permit Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any

manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described lands and premises.

2. That the Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustor to Beneficiary.

4. That Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Notes secured hereby remaining unpaid, are hereby assigned by Trustor to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.

6. The following covenants, Nos. 1, 2 (amount of insurance shall be \$ N/A), 3, 4 (interest 6%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of this Deed of Trust.

7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

8. The Trusts created herein are irrevocable.

9. Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

Should the within beneficiary default in payment of any installments due under any said prior Deed of Trust, the Trustor herein may make said payments, including late charges, penalties and/or advances, direct to the Beneficiary of said prior Deed of Trust and any and all payments so made shall be credited against the installments due on the Note secured by this Deed of Trust.

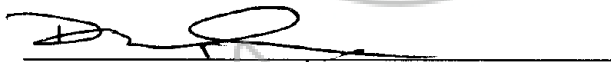
If the property herein described should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, or if any part thereof should be so transferred or Trustor encumbers the property with additional liens, Beneficiary reserves the right, at Beneficiary's option, to declare the entire indebtedness secured hereby due and payable.

Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the note secured hereby, for the purposes of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this all-inclusive deed of trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligations, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which Beneficiary, his successors, or assigns, may by law be permitted to include in his bid. After issuance of a trustee's deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

SIGNATURE OF TRUSTOR



DUSTIN CINCIALA

TRUSTOR'S ADDRESS

641 Thorobred Avenue
Gardnerville, Nevada 89410

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On December 6TH, 2004, before me, a notary public, personally appeared DUSTIN CINCIALA, personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

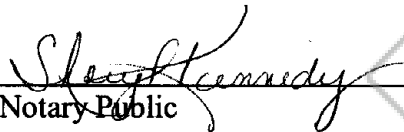

Notary Public



EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

A parcel of land situate in and being a portion of the Southeast ¼ of Section 24, Township 12 north, Range 20 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the monument set at the centerline intersection of Palomino Lane and Mustang Lane, as said monument and lanes are shown on the official map of RUHENSTROTH RANCHOS SUBDIVISION, filed for record April 14, 1965, in the office of the County Recorder of Douglas County, State of Nevada, as Document No. 27706;

thence East along the centerline of Palomino Lane (50 feet in width), a distance of 989.19 feet to the TRUE POINT OF BEGINNING;

thence South 0°05'00 East, as distance of 181.00 feet to a point;

thence West, a distance of 314.52 feet to the centerline of Thorobred Avenue (50 feet in width);

thence North along said centerline, a distance of 181.00 feet to a point;

thence East along the centerline of Palomino Lane, a distance of 314.26 feet to the POINT OF BEGINNING

Said land more fully shown as Lot 20 on the unofficial map of Thompson Acres Unit No. 1, including all that portion of said land lying within the lines of Thorobred Avenue and Palomino Lane.

Assessor's Parcel No. 1220-24-810-016

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 8, 2002, BOOK 0802, PAGE 2341, AS FILE NO. 0549069, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."