A.P.N.:

1220-22-410-059

File No: 143-2171757 (JJ)

When Recorded Return To: Vasile Teris 1036 Ashbridge Lane Harbor City, CA 90710

0636571 DOC 02/11/2005 03:36 PM Deputy: KLJ OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE

> Douglas County - NV Werner Christen - Recorder

> > 16.00

0.00

3 Page: 1 Οf Fee: BK-0205 PG- 4335 RPTT:



DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made 2nd day of February, 2005,, between Rhonda D. Teris, a single woman, TRUSTOR, whose address is 620 Kim Court, Gardnerville, NV 89460, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Vasile Teris, An Unmarried Man, BENEFICIARY, whose address is 1036 Ashbridge Lane, Harbor City, CA 90710.

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 893, 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, IN BOOK 374, PAGE 676, AS DOCUMENT NO. 72456.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner whatsoever, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first handed and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespectively of the maturity date specified in any note evidencing the same, immediately due and payable in full.

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 One hundred eighty thousand and 00/100ths dollars (\$180,000.00) 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:

| County | <u>Book</u> | <u>Page</u> | Doc. No. | П | County | <u>Book</u> | <u>Page</u> | Doc. No. |
|-----------|---------------|-------------|----------|------|---------|--------------|-------------|----------|
| Churchill | 39 Mortgages | 363 | 115384 | П | Lincoln | | | 45902 |
| Clark | 850 Off. Rec. | | 682747 | - [] | Lyon | 37 Off. Rec. | 341 | 100661 |
| Douglas | 57 Off. Rec. | 115 | 40050 | Ш | 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 |
| | | | | - 11 | 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: February 02, 2005



BK- 0205 PG- 4336 2/11/2005 nda D. Je

Rhonda D. Teris

STATE OF **NEVADA**

:ss.

COUNTY OF DOUGLAS

This instrument was acknowledged before me on February 8, 2005, by

Rhonda D. Teris

J. JONES

Notary Public - State of Nevada Appointment Recorded in Douglas County No: 03-83980-5 - Expires August 21, 2007

(My commission expires: 8-31-07)

BK- 0205 PG- 4337 02/11/2005 0205 4337