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OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE

A.P.N.: 1320-31-510-001
File No: 131-2201394 (CAC)

When Recorded Return To:
Jack Ruppert
P.O. Box 2893
Carson City, NV 89702

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 16.00
BK-0405 PG- 1986 RPTT: # 0



DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made March 25, 2005, between **Timothy Denis Moran, an unmarried man, TRUSTOR**, whose address is **736 Lariat Lane, San Jose, CA 95132, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Jack Ruppert, an unmarried man, BENEFICIARY**, whose address is **P.O. Box 2893, Carson City, NV 89702**.

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 3, as said Lot is set forth on the Official STONEGATE UNIT NO. 1, filed in the Office of the County Recorder of Douglas County, Nevada on July 2, 1987 in Book 787, Page 503, as Document No. 157644.

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 **Forty thousand and 00/100ths** dollars (**\$40,000.00**) 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:

DUE ON SALE

"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 or way, whether voluntarily or

involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

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.

<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: **March 25, 2005**



Timothy Denis Moran

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

STATE OF **NEVADA**)
)
:SS.
COUNTY OF **CARSON CITY**)

This instrument was acknowledged before me on _____ by

4-4-2005

Timothy Denis Moran

Carol Cody

Notary Public

(My commission expires: _____)

