

OFFICIAL RECORD

Requested By:

STEWART TITLE

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0405 PG- 2809 RPTT: 0.00



A.P.N. 1420-07-703-004
Escrow Number 050100453 / 050100452
Loan Number MASOE-MICA

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made MAR 30 05, between Edward L. Mason and Jo-An P. Mason, Husband and Wife as Joint Tenants, whose address is 1214 SIERRA VISTA DR. GARDNERVILLE, NV 89410, herein called TRUSTOR, Stewart title of Douglas County, Inc., herein called TRUSTEE, and Julie Cathie, an unmarried woman as to \$30,000, The Joan Hibbs Revocable Trust, Joan Hibbs, Tustee as to \$100,000, John W. Gerken, a married man as to \$50,000, Jason Gerken, a single man as to \$50,000, and Gregory S. Gerken a single man as to \$100,000, and Kris & ruth Altmiller as \$10,000 Tenants in Common, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property located in DOUGLAS County, NV described as:

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

A portion of the NW 1/4 of the SE 1/4 of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, State of Nevada, more particularly described as follows:

COMMENCING at the intersection of the centerline of Quartz Drive and the westerly right of way line of U.S Highway 395 as shown on the Map of Vista Grande Subdivision, Unit No. 1 as filed November 9, 1964, as File No. 26518; thence South 1 degree 05'54" West 87.34 feet; thence on a curve to the right through a delta angle of 1 degree 35'06" whose radius is 4,800 feet, and an arc length of 132.78 feet to the TRUE POINT OF BEGINNING; thence on a curve to the right through a delta angle of 2 degrees 06'40" whose radius is 4,800 feet, and an arc length of 176.86 feet; thence South 89 degrees 38'07" West 240.14 feet; thence North 0 degrees 21'53" West 176.36 feet; thence North 89 degrees 38'07" East 252.80 feet to the TRUE POINT OF BEGINNING.

APN: 1420-07-703-003

The additional attached descriptions are to add the information on the compliance with Nevada Revised Statute 111.312

and

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 14 North, Range 20 East, M.D.B. & M.

Commencing at the intersection of the centerline of Quartz Drive and the Westerly right-of-way line of U.S. Highway 395 as shown on the map of VISTA GRANDE SUBDIVISION, UNIT NO. 1, as filed November 9, 1964, as File No. 26518; thence South 1 degree 05'54" West 87.34 feet; thence on a curve to the right through a delta angle of 6 degrees 06'37" whose radius is 4,800 feet, and an arc length of 511.89 feet to the TRUE POINT OF BEGINNING; thence South 89 degrees 38'07" West a distance of 238.59 feet to a point; thence North 5 degrees 33'45" East a distance of 202.08 feet to a point; thence North 89 degrees 38'07" East a distance of 240.14 feet to a point on the Westerly right-of-way line of U.S. Highway 395; thence on a curve to the right through a delta angle of 2 degrees 24'51" a distance of 202.25 feet to the TRUE POINT OF BEGINNING.

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Together with the rights to all governmental permits or licenses of all types and all personal property whether affixed to the property or not which are necessary for the ordinary and intended use of the property, including but not limited to sewer and water hookup rights and water rights. Such rights shall be considered appurtenant to and part of the real property, and the rents, issues and profits of the property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$340,000.00 (Three Hundred Forty Thousand), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that is secured by this Deed of Trust. This trust deed shall constitute collateral for all loans to the borrower by other lenders of Butler Mortgage Co.

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 book and at the page thereof, or under the document or file number, noted below opposite the name of such



county, namely:

COUNTY	STATE	BOOK	PAGE	DOC. NO.
Douglas	Nevada	1286 Off. Rec.	2432	147018
Elko	Nevada	545 Off. Rec.	316	223111
Lyon	Nevada			0104086
Washoe	Nevada	2464 Off. Rec	0571	1126264
Carson	Nevada			000-52876
Churchill	Nevada			224333
Lander	Nevada	279 Off. Rec.	034	137077
Storey	Nevada	055	555	
Clark	Nevada	861226 Off. Rec.		00857
Nye	Nevada	558 Off rec.	075	173588

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 attached hereto) 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$150.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby, or for each beneficiary statement requested.

The holders of 51% or more of the beneficial interests of record may act on behalf of all the holders of the beneficial interests of record in the event of a default or foreclosure for matters that require the direction or approval of the holders of the beneficial interests in the loan, including without limitation:

- (a) The designation of the mortgage broker, servicing agent, or other person to act on the behalf of the holders of the loan; and
- (b) The sale, encumbrance, or lease of real property owned by the holders resulting from a foreclosure or the receipt of a deed in lieu of foreclosure.

The beneficiary or his agent may charge reasonable fees for preparation of a beneficiary demand. The fee may vary with the complexity but shall be based on the fees charged by an attorney for preparing the statement. A fee of \$200.00 shall be presumed to be reasonable.

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 hereinbefore set forth.

The Beneficiary requests that a copy of any notice of default and any notice of sale be mailed to them at their address set forth below, Care of NHD mortgage co., Inc.

 DATE 4/7/05
Edward E. Mason

John P. Mason DATE 4-7-05
Jo-An P Mason

STATE OF NV)
COUNTY OF Douglas)

On 4-7-05, before me, the undersigned, a notary public in and for said State personally appeared Edward L. Mason & Jo-An P. Mason, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature Suzanne Cheechov
Name Suzanne Cheechov
NOTARY PUBLIC

Escrow Number 050100453
Loan Number MASOE-MICA

RECORDING REQUESTED BY:
John W Gerken
WHEN RECORDED RETURN TO:
NHD Mortgage Co., Inc
Box 10989
Zephyr Cove, Nv. 89448

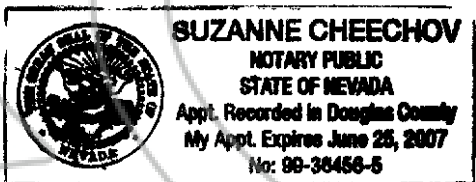


EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 050100452

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

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APN 1420-07-703-003

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED FEBRUARY 23, 2005, BOOK 0205, PAGE 8383, AS FILE NO. 637393, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."



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APN 1420-07-703-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 18, 2001, BOOK 0701, PAGE 4214, AS FILE NO. 0518545, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."



BK- 0405
PG- 2814