

OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE

A.P.N.: 1022-15-001-028
File No: 143-2200498 (MK)

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 2 Fee: 15.00
BK-0505 PG-00080 RPTT: 0.00

When Recorded Return To:
C/O IC Dept Western Title
500 DAMONTE RANCH PARKWAY 657b
RENO NV 89511



A.P.N.: 1022-15-001-028

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made April 11, 2005, between **Loretta A. Ramsell, a widow, TRUSTOR**, whose address is **3990 Granite Way, Wellington, NV 89444, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Donald James Tyler, Trustee of the Donald James Tyler Trust dated 12/8/99, BENEFICIARY**, whose address is **c/o Ic Dept Western Title, 500 Damonte Ranch Parkway #657B, Reno, NV 89511**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Douglas**, State of **Nevada**, described as:

BEING ALL OF LOT 5, IN BLOCK B. AS SHOWN ON THE MAP ENTITLED TOPAZ RANCH ESTATES UNIT NO. 4, FILED FOR RECORD NOVEMBER 16, 1970, IN THE OFFICE OF THE COUNTY RECORDER OF DOULGAS COUNTY, NEVADA, AS DOCUMENT NO. 50212.

"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 its 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."

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 **Twenty five thousand and 00/100ths dollars (\$25,000.00)** 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.

THIS DEED OF TRUST IS SUBORDINATE AND JUNIOR TO THE DEED OF TRUST RECORDED 3/24/01, BOOK 0801, PAGE 7984, DOCUMENT 0521648.

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
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: April 11, 2005


Loretta A. Ramsell

STATE OF *NEVADA*)
)
):SS.
COUNTY OF *Douglas*)



This instrument was acknowledged before me on *April 28, 2005*
by *Loretta A. Ramsell*


Notary Public
(My commission expires:)