

APN: 1219.03.002.046

**Declaration of Homestead
HOMESTEAD RECORDING SERVICE**

316 California Ave. -Dept. #3
Reno, NV 89509-9935
(775) 786-9885 (800) 400-1693

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 2 Fee: 15.00
BK-0505 PG- 8455 RPTT: 0.00



Return To: No 89222617

✓ WILLIAM H COVERLEY SANDRA L COVERLEY
PO BOX 997
GENOA, NV 89411-0997

Douglas County

I / We WILLIAM H COVERLEY SANDRA L COVERLEY
the person / persons entitled to present possession of the subject property, being first duly
sworn upon oath, deposes and says that:

- I / We hereby claim as homestead, and make ourselves homestead owners of the house and land, together with all improvements thereon and appurtenances thereto, commonly known as:

232 AUTUMN HILLS RD GARDNERVILLE, NV 89460-9780
Exhibit A Attached
- I / We hereby claim any and all property and or equity protection as well as any and all other protection as provided under the statutes and or state constitution regarding and pertaining to Designation of Homestead.
- I / We are at least 18 years of age, are residents of the State of Nevada, and the above declared homestead is our principal residence.

Dated: May 16, 2005

William H Coverley
WILLIAM H COVERLEY

Sandra L Coverley
SANDRA L COVERLEY

State of Nevada, County of Douglas

On this 16th day of May, in the year 2005, before me, the undersigned, a Notary Public in and for said State of Nevada, personally appeared:

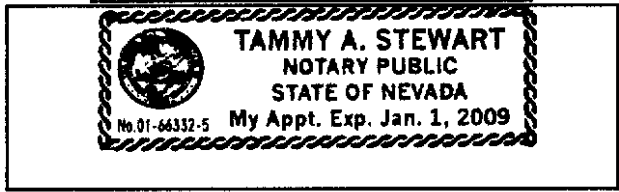
WILLIAM H COVERLEY SANDRA L COVERLEY

on the basis of satisfactory evidence, the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that he/she/they executed it.

WITNESS my hand and official seal

Tammy A Stewart
Notary Public in and for said State.

Place Notary Stamp in Box (Black Ink Only)



Do not mark outside this area.



20000000000000235

**DEED OF TRUST
(Continued)**

All that certain lot, piece of parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 3; Township 12 North, Range 19 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the Southwest corner of Section 3; thence North 89°57' East, 844.73 feet along the Section line to a point; thence North 0°10'19" West 30 feet to the True Point of Beginning; thence continuing North 0°10'19" West 280.00 feet to the Northwest corner of the Parcel; thence North 89°57' East 157.5 feet to a point, said point being the Northwest corner of that certain parcel of land described in Deed to THOMAS D. ANDREWS AND NORMA D. ANDREWS, husband and wife as joint tenants, recorded April 22, 1968, in Book 58, Page 551, File No. 40719, Official Records, thence South 0°10'19" East along the West line of Andrews Parcel 280.00 feet to a point on the North line of a 60 foot road; thence South 89°57' West, 157.5 feet along the North line of said road to the Point of Beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain GRANT, BARGAIN AND SALE DEED, recorded in the office of the County Recorder of Douglas County, Nevada on APRIL 14, 1972, in Book 99, Page 209, as Document No. 58848, of Official Records.

The Real Property or its address is commonly known as 232 Autumn Hills Road, Gardnerville, NV 89460. The Real Property tax identification number is 1219-03-002-046

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled

0610435

BK 0404 PG 07836



BK- 0505
PG- 8456