

OFFICIAL RECORD

Requested By:
STEWART TITLE

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0505 PG- 9664 RPTT: 0.00



Escrow Number 050100326
Loan Number GOOKJ05-17
A.P.N. 1221-19-001-022

SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS FOR ADDITIONAL SECURITY

THIS DEED OF TRUST, made MAY 17 05, between WILLIAM GOOKIN and JANET GOOKIN, Husband and Wife as Joint Tenants, whose address is P.O. BOX 308 MINDEN, NV 89423, herein called TRUSTOR, Marquis title & Escrow, Inc., herein called TRUSTEE, and THE Mouttet Living Trust, Dated May 15, 1998, Hildegard and Rene Mouttet, Trustee, 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:

See legal description for 1990 Mule, Gardnerville, Nv. ,

Together with the rights to all governmental permits or licenses of all types 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 (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$175,000.00 (One Hundred Seventy Five Thousand Dollar) payable to Beneficiary or order. (3) Payment of such further sums (Additional Advances) that may be advanced by the Beneficiary to the then record owner of said property plus interest thereon.

This deed of trust shall be security for all other monies owed to the beneficiary herein whether or not they originated from this transaction.

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

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 \$75.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

This deed of trust is given as additional security for a construction loan and shall be released on the principle payment to THE Mouttet Living Trust, Dated May 15, 1998, Hildegard and Rene Mouttet, Trustee of an \$175,000.00 (One Hundred Seventy Five Thousand Dollar) principle reduction on that construction loan. All interest must be current.

The security cannot be released after any notice of default has been recorded. If the security is sold at a foreclosure sale, the primary security shall be sold first. If the lender is the only bidder or if the primary security sells for less than the amount owed to lender the lender may then sell the additional security. Both the primary security and the additional security may be sold at the same time and pursuant to the same default.

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.

This trust deed is a portion of the collateral for a single note in the amount of \$195,000.00.

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 other notices regarding senior liens be mailed to them care of NHD Mortgage co., Inc.

Janet Gookin DATE 5-17-05
JANET GOOKIN

William Gookin DATE 5-17-05
WILLIAM GOOKIN

STATE OF NV)
COUNTY OF Douglas)

On 5/17/05, before me, the undersigned, a notary public in and for said State personally appeared Janet Gookin
William Gookin

, 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/hes/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

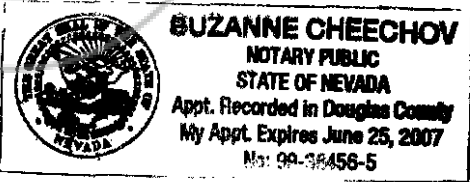
WITNESS my hand and official seal.

Signature Suzanne Cheechov

Name Suzanne Cheechov
NOTARY PUBLIC

Escrow Number 050100326
Loan Number GOOKJ05-17

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



**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 050101347

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

Lot 11, in Block A, as set forth on the Official plat of DRY
CREEK ESTATES PUD #99-10, filed in the Office of the Douglas
County Recorder on October 19, 2001, in Book 1001, Page
6820, as Document No. 525771, Official Records.

APN 1221-19-001-022

