

OFFICIAL RECORD

Requested By:

JEFFERY K RAHBECK

APN: 1319-19-310-012

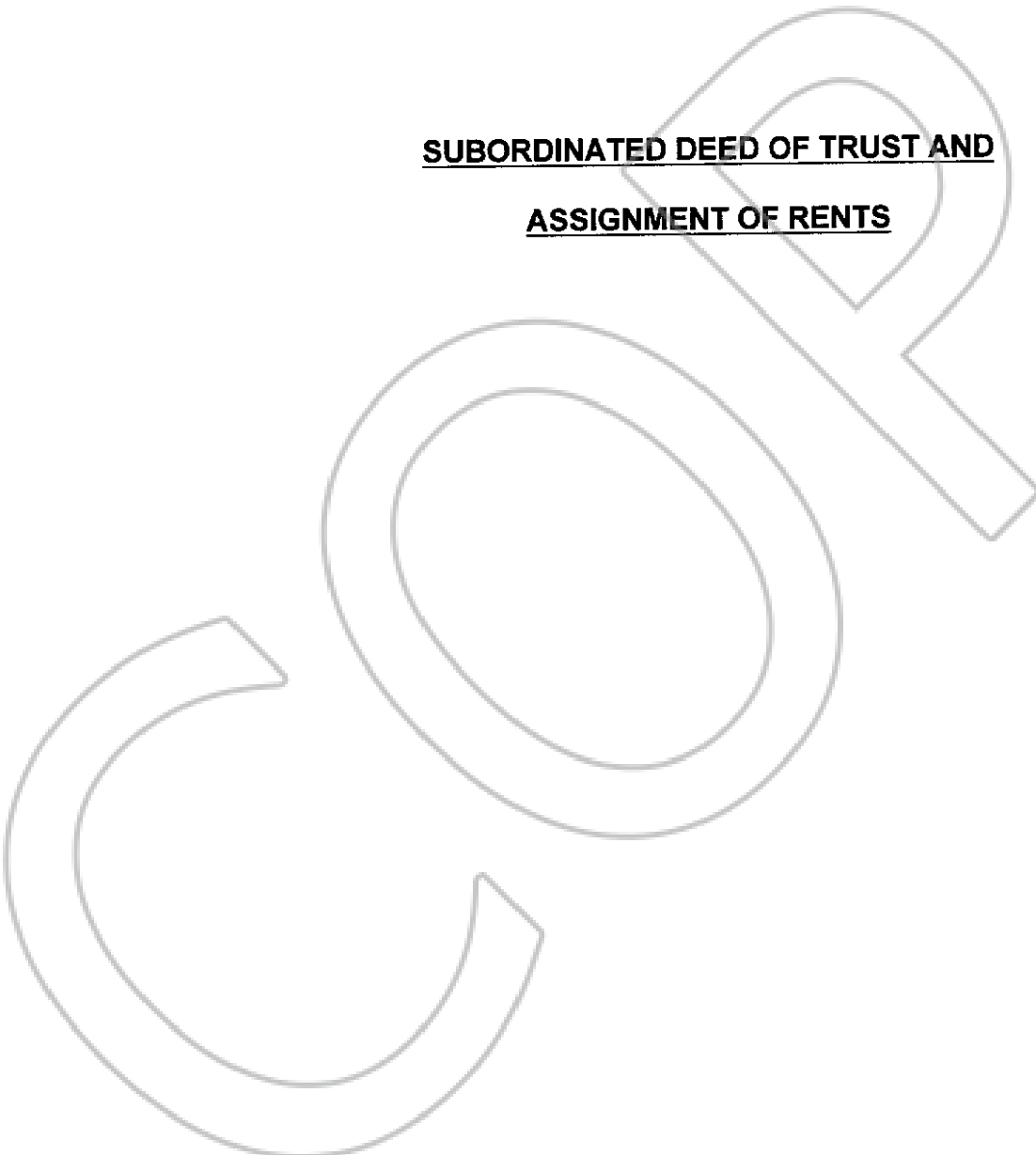
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 6 Fee: 19.00  
BK-0605 PG- 9637 RPTT: 0.00

✓ Jeffrey K. Rahbeck, Esq.  
P.O. Box 435  
Zephyr Cove, NV 89448



**SUBORDINATED DEED OF TRUST AND**  
**ASSIGNMENT OF RENTS**



Recorded at the Request of  
John Wanzer and Sandra Branton  
Box 550547  
South Lake Tahoe, Ca. 96150  
After Recording Return to the above

**SUBORDINATED DEED OF TRUST AND  
ASSIGNMENT OF RENTS**

**NOTICE: THIS DEED OF TRUST AND ASSIGNMENT OF  
RENTS CONTAINS A SUBORDINATION CLAUSE WHICH  
MAY RESULT IN YOUR SECURITY INTEREST IN THE  
PROPERTY BECOMING SUBJECT TO AND OF LOWER  
PRIORITY THAN THE LIEN OF SOME OTHER OR LATER  
SECURITY INSTRUMENT**

THIS DEED OF TRUST, made this 16<sup>th</sup> day of June, 2005, between APRIL HAMRICK,  
herein called Trustor, whose address is 3549 Morton, South Lake Tahoe, California 96150 and  
FIRST AMERICAN TITLE COMPANY OF NEVADA, herein called Trustee and JOHN  
WANZER and SANDRA BRANTON, husband and wife, herein called Beneficiary.

WITNESSETH

The Trustor irrevocably grants, transfer and assigns to Trustee, in trust, with Power of  
sale, that certain realty in Douglas County, Nevada commonly known as 626 Jeff Lane,  
Stateline, Nevada, Assessor's Parcel #1319-19-310-012, and more particularly described on the  
attached Exhibit "C", made a part of by this reference as though fully set forth at length herein

**In the event the herein described property or any part thereof, or any interest  
therein is sold, agreed to be sold, conveyed, or alienated by Trustor, or by the operation of  
law or otherwise, all obligations secured by this instrument, irrespective of the maturity  
dates expressed therein, at the option of the holder thereof and without demand or notice  
shall immediately become due and payable.**

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect  
and use the same except during continuance of some default hereunder and during continuance  
of such default authorizing Beneficiary to collect and enforce the same by any lawful means in  
the name of any part hereto.



BK- 0605  
PG- 9638

For the Purpose of Securing: 1. Payment of the indebtedness evidenced by and in accordance with the provisions of paragraph 15b the Settlement Agreement dated June 16, 2005, executed by TRUSTOR and BENEFICIARY, in the total principal sum of \$125,000.00 without interest.

To Protect the Security of this Deed of Trust, Trustor Agrees that the provisions (1) to (16) inclusive of the Deed of Trust recorded in the official records in the Office of the County Recorder of Douglas County, Nevada, in Book 57 at Page 115, as document No. 40050 which provisions are adopted herein and are made an integral part hereof for all purposes as though set forth herein at length. That Trustor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

This Deed of Trust contains the following additional provisions:

**1. BENEFICIARY AGREES TO SUBORDINATE THE LIEN OF THIS DEED OF TRUST FROM TIME TO TIME TO THE LIENS OF ONE OR MORE SUBSEQUENT DEEDS OF TRUST COVERING THE REALTY HEREIN DESCRIBED IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:**

**A. THE TOTAL AMOUNT OF THE LIENS OF ONE OR MORE SUBSEQUENT DEEDS OF TRUST SHALL EXCEED \$25,000.00 BUT NOT EXCEED THE PRINCIPAL SUM OF \$635,000.00 BUT OTHERWISE UPON ANY TERMS AND CONDITIONS AS AGREED UPON BY TRUSTOR AND ANY ONE OR MORE SUBSEQUENT LIENHOLDER(S). THE PURPOSE FOR WHICH BORROWED FUNDS MAY BE USED BY TRUSTOR IS UNLIMITED AND MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE LAND;**

**C. THE TRUSTOR SHALL REQUEST THE SUBORDINATION BY NOTIFYING BENEFICIARY'S ATTORNEY, JEFFREY K. RAHBECK AT P.O. BOX 435 ZEPHYR COVE, NEVADA, 89448, AND BENEFICIARY AT THEIR SOLE EXPENSE SHALL DELIVER FORTHWITH ALL DOCUMENTS NECESSARY OR REQUIRED TO EFFECTUATE THE SUBORDINATION OF THIS DEED OF TRUST BY BENEFICIARY.**

2. Upon payment of the \$125,000.00, as provided in paragraph 15b of the Settlement Agreement secured hereby this deed of trust, within nine (9) months of execution of such Settlement Agreement or upon sale of Trustor's realty described herein, whichever first occurs, the total indebtedness of Trustor to Beneficiary and secured hereby this deed of trust shall be conclusively deemed paid in full and discharged and Beneficiary hereunder shall forthwith cause the trustee to record a duly executed Deed of Reconveyance of this deed of trust at Beneficiary's sole expense.

The Undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address hereinbefore set forth.

**NOTICE: THIS DEED OF TRUST AND ASSIGNMENT OF RENTS CONTAINS A SUBORDINATION CLAUSE WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY INSTRUMENT TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**



Dated: 6/16 2005.

*April Hamrick*  
April Hamrick, Trustor

We, the undersigned agree to the aforesaid terms and conditions.

*John Wanzer*  
John Wanzer

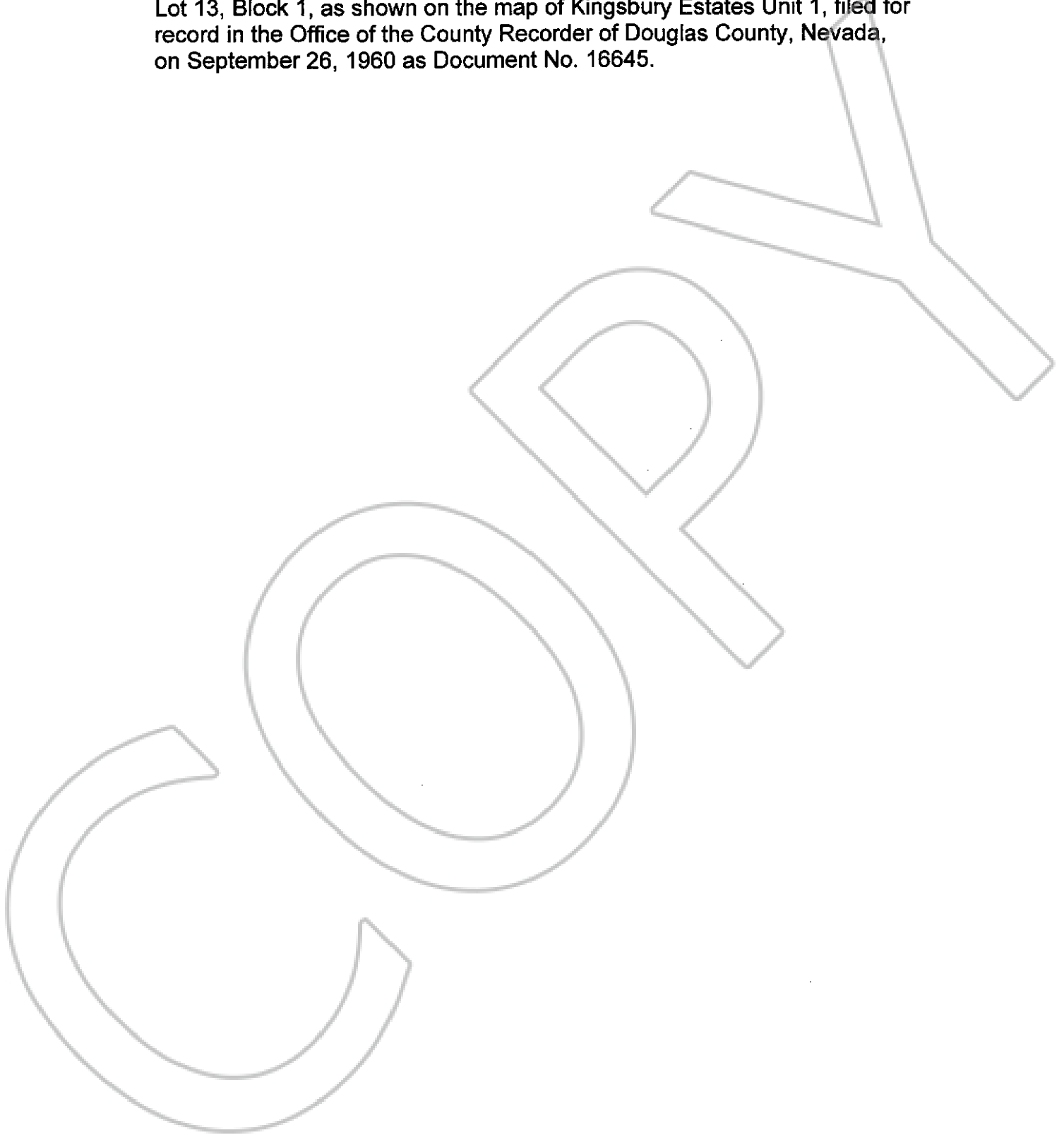
*Sandra Branton*  
Sandra Branton

**COPY**



**EXHIBIT "C"**

Lot 13, Block 1, as shown on the map of Kingsbury Estates Unit 1, filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 26, 1960 as Document No. 16645.

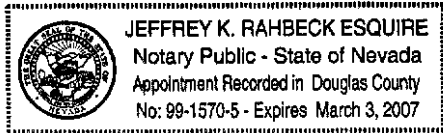


**ACKNOWLEDGMENT**

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On the 16<sup>th</sup> day of June, 2005, personally appeared before me, a Notary Public, in and for said County and State, APRIL HAMRICK, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.



*Jeffrey K. Rahbeck*  
\_\_\_\_\_  
NOTARY PUBLIC

