

A.P.N.: 1220-22-110-087  
File No: 143-2218966 (MK)

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 3 Fee: 16.00  
BK-0705 PG- 7862 RPTT: 0.00

When Recorded Return To:  
MR. BIRK  
2561 WOODCREST LANE  
CARSON CITY, NV 89701



## DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made JULY 14, 2005, between **Eric P. Barry and Kristina K. Barry, husband and wife as joint tenants, TRUSTOR**, whose address is **2600 Woodcrest Lane, Carson City, NV 89701, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **William R. Birk and Karen T. Birk, husband and wife as joint tenants as to an undivided 51.3% interest (\$100,000.00) and William R. Birk a married man as his sole and separate property and Wayne E. Birk, a single man as tenants in common with right of survivorship as to an undivided 46.1% interest (\$90,000.00) and Patrick K. Yim and Juliann T. Yim, husband and wife as joint tenants as to an undivided 2.6% interest (\$5,000.00), BENEFICIARY**, whose address is **2561 WOODCREST LANE, CARSON CIT, NV 89701**.

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

**LOT 139, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 5, FILED FOR RECORD ON NOVEMBER 4, 1970, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, DOCUMENT NO. 50056.**

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 **One hundred ninety five thousand and 00/100ths** dollars (**\$195,000.00**) 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.

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:

**Due On Sale Provision**

Note and deed of trust to contain the following or similar provision: "In the event the undersigned should sell, transfer or convey, OR contract to sell, transfer or convey the real property encumbered by such deed of trust and note, or any portion thereof, or any interest therein, at the option of the holder of this note, the then unpaid balance of principal and interest due hereunder shall become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Beneficiary's consent of an assumption of one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions."

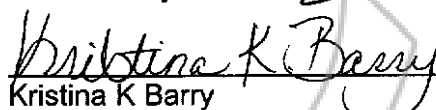
<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	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: **July 14, 2005**

  
Eric P. Barry

  
Kristina K Barry



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

This instrument was acknowledged before me on

July 14, 2005

\_\_\_\_\_ by ERIC P. Barry  
Kristina K. Barry



Mary Kelsh  
\_\_\_\_\_  
Notary Public  
(My commission expires: 11/5/06)

COPY

