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DOC # 0649961
07/19/2005 02:38 PM Deputy: KLJ

OFFICIAL RECORD

Requested By:

1ST AMERICAN EQUITY

Assessor's Parcel Number:
1319-10-210-~~X~~002
After Recording Return To:
~~COUNTRYWIDE BANK~~

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 17 Fee: 30.00
BK-0705 PG-8588 RPTT: 0.00

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FT1120



Prepared By:
BRENDA WILLISTON
Recording Requested By:
M. TORREY

Countrywide Bank, a Division
of Treasury Bank, N.A.

31303 AGOURA RD, WLAR-202
WESTLAKE VILLAGE
CA 91361

[Space Above This Line For Recording Data]

7287701

2999754

00010121063905005
[Doc ID #]

DEED OF TRUST

(Line of Credit)

MIN 1001337-0000668486-7

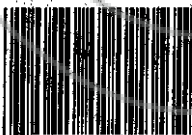
THIS DEED OF TRUST, dated MAY 09, 2005, is between
JAMES G PACE, A MARRIED MAN, AND PENELOPE SIMPSON, TRUSTEE OF
THE PENELOPE SIMPSON REVOCABLE INTER VIVOS TRUST AGREEMENT,
DATED DECEMBER 11, 1996

residing at
212 FOOTHILL MEADOWS COURT, GENOA, NV 89411

• MERS HELOC - Deed of Trust
1E019-NV (07/04)(d)

Page 1 of 7

Initials: *JGP*



* 23991 *



* 101210639000001E019 *

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we," "our," or "us" and RECONTRUST COMPANY, N.A.

as trustee and hereinafter referred to as the "Trustee," with an address at 225 W HILLCREST DRIVE, MSN TO-02

THOUSAND OAKS, CA 91360

for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is the "Beneficiary" under this Deed of Trust and is acting solely as nominee for Countrywide Bank, a Division of Treasury Bank, N.A.

("Lender" or "you") and its successors and assigns, with an address of 1199 North Fairfax St. Ste.500, Alexandria, VA 22314

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the premises located at:

212 FOOTHILL MEADOWS COURT, GENOA
Street, Municipality

DOUGLAS
County

Nevada

89411

ZIP

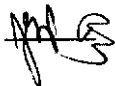
(the "Premises").

and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

• MERS HELOC - Deed of Trust
1E019-NV (07/04)

Initials: 



WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

LOAN: This Deed of Trust will secure your loan to us in the principal amount of
\$ 100,000.00 or so much thereof as may be advanced and readvanced from time to time to
JAMES G. PACE
PENELOPE SIMPSON

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated
MAY 09, 2005, plus interest and costs, late charges and all other charges related to
the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the
performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note,
all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements
and other modifications of the Note, and any amounts advanced by you under the terms of the section of this
Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from
time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and
convey the Premises to the Trustee.

OUR IMPORTANT OBLIGATIONS:

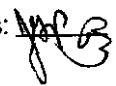
(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the
Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the
Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not
make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s)
on the Premises without first getting your consent. We will not use the Premises illegally.

If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our
obligations under the declaration or covenants creating or governing the condominium or planned unit
development, the by-laws and regulations of the condominium or planned unit development and constituent
documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire,
flood and any other hazards you may specify. We may choose the insurance company, but our choice is
subject to your reasonable approval. The policies must be for at least the amounts and the time periods that
you specify. We will deliver to you upon your request the policies or other proof of the insurance. The
policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance
claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also
provide that you be given not less than 10 days prior written notice of any cancellation or reduction in
coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of
insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing

• MERS HELOC - Deed of Trust
1E019-NV (07/04)

Initials: 

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and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Note secured hereby.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.

(g) PRIOR DEED OF TRUST: If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated AUGUST 24, 2004 and given by us for the benefit of COUNTRYWIDE HOME LO

as beneficiary, in the original amount of \$ 300,000.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48051-2026

For Lender:

Countrywide Bank, a Division of Treasury Bank, N.A.


1199 North Fairfax St. Ste.500, Alexandria, VA 22314

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

TRUSTEE: Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

Initials: 

• MERS HELOC - Deed of Trust
1E019-NV (07/04)

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

WITNESS:

James G. Pace (SEAL)
Grantor: JAMES G. PACE

Penelope Simpson, Trustee (SEAL)
Grantor: PENELOPE SIMPSON TRUSTEE

Grantor: (SEAL)

Grantor: (SEAL)

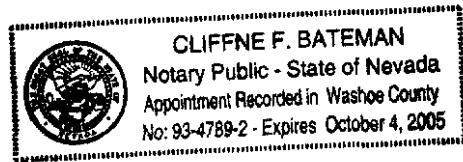
STATE OF NEVADA
COUNTY OF Douglas

This instrument was acknowledged before me on MAY 11, 2005 by
JAMES G PACE, A MARRIED MAN and
PENELOPE SIMPSON, TRUSTEE OF THE PENELOPE
SIMPSON REVOCABLE INTER VIVOS TRUST AGREE-
MENT, DATED DECEMBER 11, 1996.

Cliffne F. Bateman
NOTARY PUBLIC

Mail Tax Statements To:
JAMES PACE

P O BIX 897
GENOA, NV 89411



• MERS HELOC - Deed of Trust
1E019-NV (07/04)

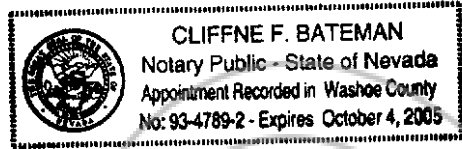
ALL-PURPOSE ACKNOWLEDGMENT

State of NEVADA }
County of Douglas } ss.

On MAY 11, 2005 before me, CLIFFNE F. BATEMAN Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JAMES G. PACE
Name(s) of Signer(s)

- personally known to me
- 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/her/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.
Cliffne F. Bateman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document LOAN # 101210639
Title or Type of Document: DEED OF TRUST
Document Date: MAY 09, 2005 Number of Pages: 7
Signer(s) Other Than Named Above: PENELOPE SIMPSON

Capacity(ies) Claimed by Signer

- Signer's Name: JAMES G. PACE
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



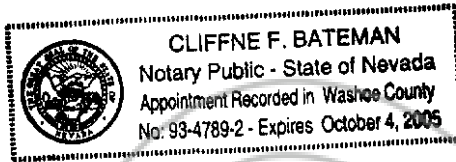
ALL-PURPOSE ACKNOWLEDGMENT

State of NEVADA }
County of Douglas } ss.

On MAY 11, 2005 before me, CLIFFNE F. BATEMAN NOTARY PUBLIC
personally appeared PENELOPE SIMPSON

personally known to me
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/her/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 of Notary Public: Cliffne F. Bateman

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document LOAN # 101210639

Title or Type of Document: DEED OF TRUST

Document Date: MAY 09, 2005 Number of Pages: 7

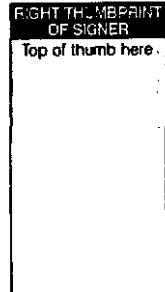
Signer(s) Other Than Named Above: JAMES G. PACE

Capacity(ies) Claimed by Signer

Signer's Name: PENELOPE SIMPSON

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:



(8) The trust identification number is [REDACTED] 3830 (social security number or an employer identification number).

(9) The manner in which title to trust assets should be taken is Penelope Simpson, trustee of the Penelope Simpson Revocable Intervivos Trust Agreement dated December 11, 1996

(10) The trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect.

(11) This Certification is being signed by all of the currently acting trustees of the trust.

(12) The Beneficiaries [] are are not required to consent or direct this transaction. If required to direct or consent, they are all signing this certification.

Intending to be bound hereby, and acknowledging that the title insurance company is relying on these affirmations and confirmations, and further confirming that the copy of trust provided to the title insurance company is accurate and will be through closing, we have set our hands and seals.

DATED: May 11, 2005 ~~1996~~

Trustee: Penelope Simpson

printed name: Penelope Simpson

Witness: _____

printed name: _____

Trustee: _____

printed name: _____

Witness: _____

printed name: _____

If Beneficiaries required by trust to sign:

Beneficiary: _____

printed name: _____

Witness: _____

printed name: _____

Beneficiary: _____

printed name: _____

Witness: _____

printed name: _____



INTER VIVOS REVOCABLE TRUST RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
1319-10-210-0002

Prepared By:
BRENDA WILLISTON

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[Doc ID #]

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER
VMP-372R (0405) CHL (06/04)(d) Page 1 of 5

Initials: *BS*
MS
5/04

VMP Mortgage Solutions, Inc. (800)521-7291



* 2 3 9 9 1 *



* 1 0 1 2 1 0 6 3 9 0 0 0 0 0 1 3 7 2 R *



0649961

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BK- 0705
PG- 8597
07/19/2005

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The PENELOPE SIMPSON REVOCABLE INTER VIVOS TRUST AGREEMENT

created under trust instrument dated DECEMBER 11, 1996, for the benefit of ~~JAMES G. PAGE~~ *JS*

PENELOPE SIMPSON
(B) "Revocable Trust Trustee(s)."

~~JAMES G. PAGE~~ *JS*
PENELOPE SIMPSON
trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)."

~~JAMES G. PAGE~~ *JS*
PENELOPE SIMPSON
settlor(s) of the Revocable Trust signing below.

(D) "Lender."
Countrywide Bank, a Division of Treasury Bank, N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
212 FOOTHILL MEADOWS COURT, GENOA, NV 89411

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this NINTH day of MAY, 2005, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).



The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of _____; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of NEVADA; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.



C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DOC ID #: 00010121063905005

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

James G Pace
JAMES G PACE

Trustee of the
~~PENELOPE SIMPSON REVOCABLE INTER VIVOS TRUST~~ *jsf*
~~AGREEMENT~~

under trust instrument dated DECEMBER 11, 1996 *LS*
for the benefit of
~~JAMES G. PACE~~

- Borrower

Penelope Simpson Trustee
PENELOPE SIMPSON

Trustee of the
PENELOPE SIMPSON REVOCABLE INTER VIVOS TRUST
AGREEMENT

under trust instrument dated DECEMBER 11, 1996
for the benefit of
PENELOPE SIMPSON

- Borrower



CERTIFICATION OF TRUST

The undersigned, trustee(s) of the (insert name of trust)
Penelope Simpson, confirm the following facts:

(1) The above trust is in existence and the trust instrument was created
December 11, 1996 (date).

(2) The current settlor or settlors of the trust is/are:
Penelope Simpson

(3) The current trustee or trustees of the trust and their address(es) is/are;
Penelope Simpson

(4) The trust is (select one) revocable [] irrevocable) and the following parties
have the power to revoke the trust:-
Penelope Simpson

(5) The power of the trustee(s) includes:
(a) The powers to sell, convey and exchange Yes [] No {pick one}
(b) The power to borrow money and encumber the trust property with a
mortgage or deed of trust Yes [] No {pick one}

(6) If there are multiple trustees, the signature authority of the trustees is
(describe as all must sign/one may sign etc.)

(7) The trust [] does; does not have multiple trustees {pick one}. If there are
multiple trustees, the number of the currently acting trustees required to sign in
order to exercise various powers of the trustee is [All] or any of _____ (insert
number).



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

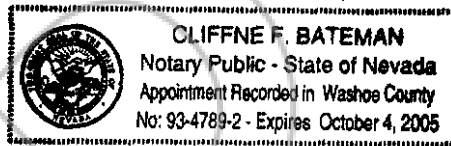
STATE OF NEVADA)

COUNTY OF DOUGLAS)

On MAY 11, 2005 before me, CLIFFNE F. BATEMAN, a notary public in and for said County and State, personally appeared

PENELOPE SIMPSON - 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/her/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.



Cliffne F. Bateman

(Signature of Notary Public above and printed name) CLIFFNE F. BATEMAN

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, a notary public in and for said County and State, personally appeared

_____ - 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/her/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 of Notary Public above and printed name) _____



EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA,
DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 10,
TOWNSHIP 13 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN,
DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCELS 1 AND 2, AS SET FORTH ON PARCEL MAP FOR
COIT ENTERPRISES, INC., FILED FOR RECORD NOVEMBER 23, 1992,
IN BOOK 1192, PAGE 3832, DOCUMENT NO. 293701, OFFICIAL
RECORDS OF DOUGLAS COUNTY, NEVADA, AND BEING FURTHER
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1, AS SHOWN ON
THE PARCEL MAP FOR COIT ENTERPRISES, INC., AS RECORDED
NOVEMBER 23, 1992 IN BOOK 1192 PAGE 3832, DOCUMENT NO.
293701, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, THENCE
SOUTH 71 DEGREES 41 MINUTES 40 SECONDS EAST, 132.15 FEET TO
THE POINT OF BEGINNING; THENCE NORTH 24 DEGREES 09 MINUTES 09
SECONDS EAST, 330.22 FEET; THENCE SOUTH 70 DEGREES 43 MINUTES
51 SECONDS EAST, 166.20 FEET; THENCE SOUTH 24 DEGREES 09
MINUTES 09 SECONDS WEST, 327.41 FEET; THENCE NORTH 71 DEGREES
41 MINUTES 40 SECONDS WEST, 166.46 FEET TO THE POINT OF
BEGINNING.

PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY
RECORDED AT DOCUMENT NO. 0636998, BOOK 0205, PAGE 6707 ON
FEBRUARY 17, 2005.

Permanent Parcel Number: 1319-10-210-002
JAMES GREGORY PACE, A MARRIED MAN AND PENELOPE SIMPSON,
TRUSTEE OF THE PENELOPE SIMPSON REVOCABLE
INTER VIVOS TRUST AGREEMENT, DATED DECEMBER 11, 1996

7287701

