A.P.N. 1022-15-001-059

WHEN RECORDED MAIL TO: Rodney and Shirley Brown P.O. Box 53 Lauganitas, CA 94938 DOC # 0654399
09/06/2005 04:20 PM Deputy: BC
OFFICIAL RECORD
Requested By:
MARQUIS TITLE & ESCROW INC

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 3 Fee: BK-0905 PG-1940 RPTT:

16.00



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2^{3rdd} day of August, 2005, between, CLIFFORD H. LYNCH and VIRGIE L. LYNCH, husband and wife as Joint Tenants with right of Survivorship, herein called TRUSTOR,

whose address is 3801 Pebble Road, Wellington, NV 89444

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and

RODNEY BROWN and SHIRLEY BROWN, husband and wife as Joint Tenants

herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. 1022-15-001-059, more specifically described as follows:

Lot 5, Block G of TOPAZ ESTATES UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, as Document No. 50212.

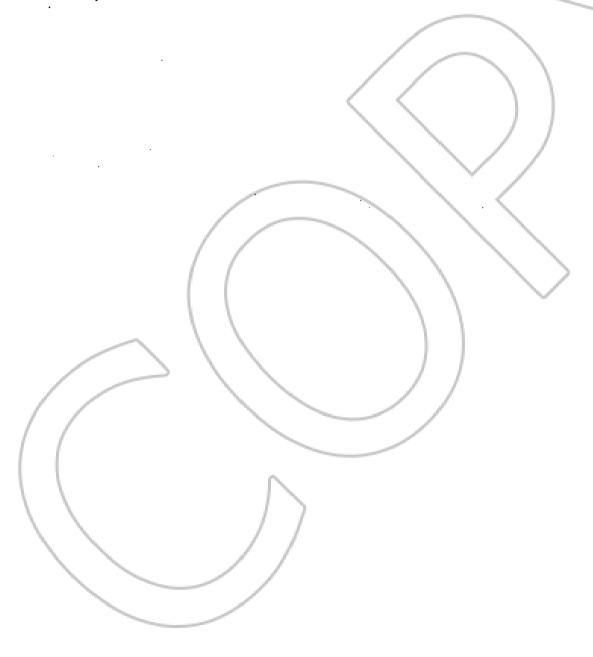
ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED

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, issues and profits.

For the purpose of securing (1) payment of the sum of \$25,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals 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 evidence 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:



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| COUNTY | BOOK | PAGE | DOC NO. | COUNTY | BOOK | PAGE | DOC NO. |
|-----------|----------------|------|-----------|------------|----------------|------|--------------------------|
| Carson | Off, Rec. | | 000-52876 | Lincoln | 73 Off. Rec. | 248 | 86043 |
| City | Off, Rec. | | 224333 | Lyon | Off. Rec. | | 0104086 |
| Churchill | 8 6 1 2 2 6 | | 00857 | Mineral | 112 Off. Rec. | 352 | 078762 |
| Clark | Off.Rec. | 2432 | 147018 | Nye | 558 Off. Rec | 075 | 1 <i>7</i> 3 <i>5</i> 88 |
| Douglas | 1286 Off. Rec. | 316 | 223111 | Pershing | 187 Off. Rec. | 179 | 151646 |
| Elko | 545 Off, Rec. | 244 | 109321 | Storey | 055 Off. Rec. | 555 | 58904 |
| Esmeralda | 110 Off, Rec. | 187 | 106692 | Washoe | 2464 Off. Rec. | 0571 | 1126264 |
| Eureka | 153 Off. Rec. | 781 | 266200 | White Pine | 104 Off. Rec. | 531 | 241215 |
| Humboldt | 223 Off. Rec. | 034 | 137077 | | | | \ \ |
| Lander | 279 Off. Rec. | | | | | | 1 1 |

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) 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 Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA COUNTY OF DOUGHS

Depersonally appeared before me, a Notary Public, Clifford H. Lynch and Virgie L. Lynch

who acknowledged that he/she/ they executed the above instrument.



SUSAN LAPIN Notary Public - State of Nevada Appointment Recorded in Douglas County No: 02-74683-5 - Expires March 21, 2006

0905 1942

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