

OFFICIAL RECORD

Requested By:

TSI TITLE & ESCROW

APN 1318-15-410-005
RECORDING REQUESTED BY:
TSI TITLE & ESCROW, INC.
ESCROW NO.: 05-51064-RM
TITLE NO. 05-51064-RM

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0905 PG-5162 RPTT: 0.00



WHEN RECORDED MAIL TO:
Lawrence J. Fry, Trustee
P.O. Box 11182
Zephyr Cove, NV. 89448

**SHORT FORM DEED OF TRUST AND ASSIGNMENT
OF RENTS**

This Deed of Trust, made this 28th day of July 2005,
between CHRISTOPHER G. WAREN, A SINGLE MAN, Herein called TRUSTOR,
whose address is _____
(number and street) (city) (state) (zip)

and **TSI TITLE AND ESCROW, INC.**, a Nevada Corporation, herein called TRUSTEE, and
LAWRENCE J. FRY, TRUSTEE OF THE **K. FRY TRUST DATED FEBRUARY 18, 1991**, herein
called BENEFICIARY.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE IN
TRUST, WITH POWER OF SALE, that property in DOUGLAS County, Nevada, described as:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

"In the event Trustor, without prior written consent of the Beneficiary, sells, agrees to sell, transfers,
conveys its interest in said real property or any part thereof, or further encumbers the subject property,
Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to
one such transaction shall not be deemed to be a waiver of the right to require such consent to future or
successive transactions. The terms "Trustor" and "Beneficiary" include their successors."

INITIAL _____ INITIAL

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 party hereto.

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 \$500,000.00 executed by Trustor in favor
of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account
of Trustor or Assigns by Beneficiary with interest thereon.

EXHIBIT A
~~SCHEDULE A~~

~~The estate or interest in the land described or referred to in this schedule covered by this report is:~~

~~A Fee~~

~~Title to said estate or interest at the date hereof is vested in:~~

~~Lawrence J. Fry, Trustee of the K. Fry Trust dated February 18, 1991~~

The land referred to in this report is situated in the State of Nevada, County of Douglas, and is described as follows:

Lot 5, of the ELKS SUBDIVISION PLAT according to the Official map thereof filed in the Office of the County Recorder of Douglas County, Nevada on May 05, 1927, and as shown on the Amended Plat of ELKS SUBDIVISION, on January 05, 1928 and as shown on the Second Amended Plat of the ELKS SUBDIVISION on June 5, 1952, as Document No. 8537.



To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note of even date herewith secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county, viz.:

DOCUMENT				DOCUMENT				DOCUMENT			
COUNTY	NO	BK	PG	COUNTY	NO	BK	PG	COUNTY	NO	BK	PG
Clark	413987	514		Humboldt	116986	3	83	Nye	47157	67	163
Churchill	104132	34 mrgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	Rmtgs.	112
Esmeralda	26291	3H deeds	138	Lyon	88486	31 mtgs.	449	White Pine	128126	261	341-3
Eureka	39602	3	283	Mineral	76648	16 mtgs.	534				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references 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.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ 500,000.00; Attorney's fees shall be reasonable; interest shall be 6%.

ANY REFERENCE MADE TO INSURANCE IS NOT APPLICABLE.

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


CHRISTOPHER G. WARES

STATE OF NEVADA

COUNTY OF: Douglas

ON 9-7-05, before me R.L. McEwing personally appeared Christopher G. Wares

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 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 

