DOC # 066069 11/14/2005 04:02 PM Deputy: KLJ OFFICIAL RECORD Requested By:

Requested by.
FIRST AMERICAN TITLE COMPANY

A.P.N.:

1420-07-817-035

File No:

131-2235346 (CAC)

When Recorded Return To: Irving L. Klousia, jr. 3606 Cherokee Drive Carson City, Nv. 89705 Douglas County - NV Werner Christen - Recorder

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Fee:

17.00

BK-1105 PG- 6097 RPTT:



## **DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made October 18, 2005, between Jorge Hernandez-Lopez, a Married man, as his Sole and Separate Property and Alejandro Hernandez. a married man as his Sole and Separate Property, TRUSTOR, whose address is 937 Vassar Street, Carson City, Nv. 89705, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Irving L. Klousia, Jr., a widower, Larry I. Klousia, a married man and Beverly Jo Gaston, an unmarried woman all AS JOINT TENANTS, BENEFICIARY, whose address is 3606 Cherokee Drive, Carson City, Nv. 89705.

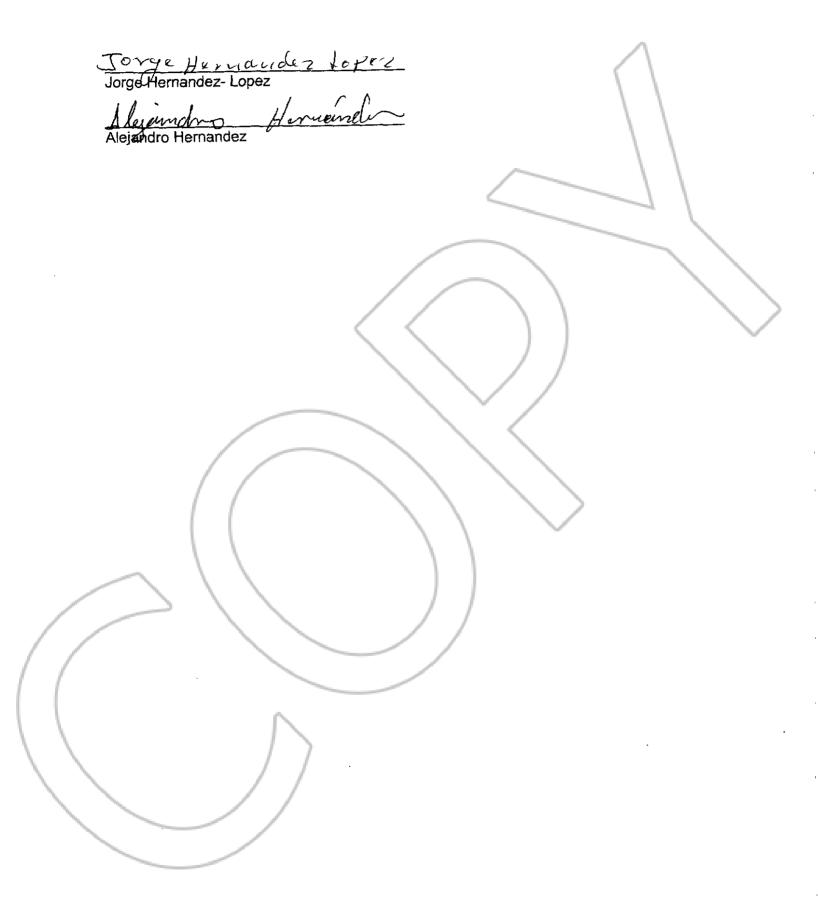
WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Douglas**, State of **Nevada**, described as:

LOT 14, BLOCK C AS SHOWN ON THE MAP OF IMPALA MOBILE HOME ESTATES UNIT NO.1, RECORDED MAY 11, 1978 IN BOOK 578, PAGE 708 AS DOCUMENT NO.20555, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

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 **Twenty two thousand four hundred** and **00/100ths** dollars (**\$22,400.00**) 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:



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STATE OF	NEVADA CARSON CITY	) :ss. )	
	nt was acknowledged be by		
	an Carlos To		JUAN CARLOS TORRES  NOTARY PUBLIC - NEVADA  Appt. Recorded in CARSON CITY  No.03-80408-3 My Appt. Exp. Feb. 25, 2007
(My commissi	Notary Public on expires: <u>O2/25</u> /	07)	

## **DUE ON SALE**

"If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

County	<u>Book</u>	<u>Page</u>	Doc. No.	Ш	<b>County</b>	<u>Book</u>	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	II	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	- 11	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	- 1/	Ormsby	72 Off, Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	- 11	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	VIII.	Washoe	300 Off. Rec.	517	107192
•				1	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: October 18, 2005

Jorge Hernandez Jorge Hernandez-Lopez

Alejandro Hernandez

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