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DOC # 0661326  
11/22/2005 11:57 AM Deputy: BC  
OFFICIAL RECORD  
Requested By:  
DONNA LEEDOM

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 2 Fee: 15.00  
BK-1105 PG- 9864 RPTT: 0.00



**WHEN RECORDED MAIL TO:**

✓ Douglas Morgan Lewis  
1470 Downs Dr.  
Minden NV 89423

APN 1420-34-201-042

Space above this line for Recorder's Office

**SHORT FORM DEED OF TRUST**

AMOUNT \$ \$230,000.00

THIS DEED OF TRUST MADE THIS 21 DAY OF NOVEMBER 2005, BETWEEN DOUGLAS MORGAN LEWIS HEREIN CALLED TRUSTOR, WHOSE ADDRESS IS 1470 DOWNS DR. MINDEN, NEVADA 89423 AND DONNA LEANN LEEDOM AND BRANDON DOUGLAS LEWIS HEREIN CALLED TRUSTEE AND CALLED BENEFICIARY. WITNESSETH: THAT TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, THE PROPERTY IN DOUGLAS COUNTY, STATE OF NEVADA COMMONLY KNOWN AS 1470 DOWNS DR. MINDEN NEVADA 89423

BEING A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 20 EAST M.D.B. & M., AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 14 NORTH RANGE 20 EAST, M.D.B. & M., THENCE NORTH 89 DEGREE 55' 20" EAST 1, 676.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREE 2' 47" EAST 188.50 FEET; THENCE NORTH 89 DEGREES 55' 20" EAST 305 FEET; THENCE SOUTH 0 DEGREE 02' 47" WEST 188.50 FEET; THENCE SOUTH 89 DEGREE 55' 20" WEST 305 FEET TO THE TRUE POINT OF BEGINNING

ACTIVE PARCEL NUMBER: 1420-34-201-042 RECORDED AS DOCUMENT 0359591, BOOK 04 95, PAGE 893

TOGETHER WITH THE APPURTENANCES THERETO AND WARRANTING THE TITLE TO SAID PREMISES. TO HAVE AND TO HOLD THE SAME UNTO SAID TRUSTEE AND HIS SUCCESSORS, UPON THE TRUSTS HEREINAFTER EXPRESSED, NAMELY: FOR THE PURPOSE OF SECURING PAYMENT TO THE SAID BENEFICIARY, OF THE MONIES DUE TO AND OF ALL LOSSES, DAMAGES, EXPENDITURES AND LIABILITY SUFFERED, SUSTAINED, MADE OR INCURRED BY THE AMERICAN CONTRACTORS INDEMNITY COMPANY, HEREIN AFTER CALLED THE SURETY, OR BY THE BENEFICIARY (AND AS MORE FULLY SET FORTH AND DESCRIBED IN CERTAIN BAIL BOND AGREEMENT WHICH IS MADE A PART HEREOF BY REFERENCES AS THOUGH HEREIN FULLY SET FORTH) ON ACCOUNT OF, GROWING OUT OF, OR RESULTING FROM THE EXECUTION OF CERTAIN BONDS WRITTEN. TRUSTOR AGREES;

(A) TO KEEP SAID PROPERTY IN GOOD CONDITION AND REPAIR, NOT TO REMOVE OR DEMOLISH ANY BUILDING THEREON; TO MAINTAIN ADEQUATE INSURANCE THEREON AND TO PAY: AT LEAST TEN DAYS BEFORE DELINQUENCY ALL TAXES AND ASSESSMENTS AFFECTING SAID PROPERTY, ALL ENCUMBRANCES, CHARGES, AND LIENS, WITH INTEREST, ON SAID PROPERTY OR ANY PART THEREOF, AND ALL COSTS, FEES AND EXPENSES OF THIS TRUST.

(B) THAT THE SURETY OR BENEFICIARY, OR ANY SUCCESSOR IN OWNERSHIP OF ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, MAY FROM TIME TO TIME, BY INSTRUMENT IN WRITING, SUBSTITUTE A SUCCESSOR OR SUCCESSORS TO ANY TRUSTEE NAMED HEREIN OR ACTING HEREUNDER, WHICH INSTRUMENT, EXECUTED BY THE SURETY OR BENEFICIARY AND FULLY ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OR COUNTIES WHERE SAID PROPERTY IS SITUATED, SHALL BE CONCLUSIVE PROOF OF PROPER SUBSTITUTION OF SUCH SUCCESSOR TRUSTEE OR TRUSTEES, WHO SHALL WITHOUT CONVEYANCE FROM THE TRUSTEE, PREDECESSOR, SUCCEED TO ALL ITS TITLE, ESTATE, RIGHTS, POWERS AND DUTIES.

©) THAT A CERTIFICATE SIGNED BY THE BENEFICIARY AT ANY TIME HEREAFTER SETTING FORTH THAT THE SAID BOND HAD BEEN DECLARED FORFEITED OR THAT A LOSS, DAMAGE, EXPENDITURES OF LIABILITY HAS BEEN SUSTAINED BY THE SURETY OR BENEFICIARY ON ACCOUNT OF THE AFORESAID BOND; THE DATE OR DATES AND AMOUNT OR AMOUNTS OF SUCH LOSS, DAMAGES, EXPENDITURES AND/OR LIABILITY; THAT PAYMENT HAS BEEN DEMANDED OF THE PARTY OR PARTIES ON WHOSE BEHALF THE AFORESAID BOND WAS EXECUTED; AND THAT SUCH LOSS, DAMAGES, EXPENDITURES OR DETERMINED LIABILITY HAS NOT BEEN PAID TO THE BENEFICIARY, SHALL BE CONCLUSIVE AND BINDING ON THE TRUSTOR, AND SHALL BE THE WARRANT OF THE TRUSTEE TO PROCEED FORTHWITH TO FORECLOSE AND SELL UPON THE SECURITY HEREIN, AND FROM THE PROCEEDS OF SALE (AFTER DEDUCTING EXPENSES INCLUDING COST AND SEARCH OF EVIDENCE OF TITLE) PAY TO THE BENEFICIARY THE AMOUNT TO CERTIFIED, INCLUDING INTEREST AT TEN PER CENT PER ANNUM FROM DEMAND TO DATE OF PAYMENT AND ATTORNEYS FEES. UPON DELIVERY OF SAID CERTIFICATE TO TRUSTEE, BENEFICIARY MAY DECLARE ALL SUMS OF OBLIGATIONS SECURED HEREBY DUE AND PAYABLE BY DELIVERY TO TRUSTEE OF WRITTEN DECLARATION OF DEFAULT AND DEMAND FOR SALE AND OF WRITTEN NOTICE OF DEFAULT AND ELECTION TO CAUSE TO BE SOLD SAID PROPERTY WHICH NOTICE TRUSTEE SHALL CAUSE TO BE DULY FILED FOR RECORD. THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF NOTICE OF SALE HEREUNDER BE MAILED TO HIM HIS ADDRESS HEREIN ABOVE SET FORTH.

TRUSTOR *[Signature]*  
(SIGNATURE)

Douglas M. LEWIS  
(PRINT NAME)

STATE OF NEVADA  
COUNTY OF Washoe

ON November 21, 2005 BEFORE ME Albert P. Underwood NOTARY

PUBLIC, PERSONALLY APPEARED Douglas Morgan Lewis PERSONALLY KNOWN TO ME ( OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME ALL THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE *[Signature]*  
NOTARY PUBLIC

