

OFFICIAL RECORD

Requested By:
WESTERN TITLE COMPANY INC

APN: 1319-03-414-034

RECORDING REQUESTED BY:
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name NOVASEL & SCHWARTE
INVESTMENTS INC
Street DBA WESTERN HIGHLAND
MORTGAGE
Address 3170 HIGHWAY 50 #10
City,State SO LAKE TAHOE, CA 96150
Zip

89612 919-SLG

Order No. 00028183-502- SLG

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1205 PG- 9634 RPTT: 0.00



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made on December 16, 2005, between **JOE L. ZIMMERMAN, an unmarried man as to an undivided 25% interest and FRED S. OAKES, an unmarried man as to an undivided 25% interest and DAVID L. BATES, an unmarried man as to an undivided 25% interest and JEFFERY R. ATCHISON, a married man as his sole and separate property as to an undivided 25% interest, TRUSTOR**, whose address is P.O. BOX 6851 , GARDNERVILLE, NV 89460, **Western Title Company, Inc., a Nevada Corporation, TRUSTEE**, and **NOVASEL & SCHWARTE INVESTMENTS INC DBA WESTERN HIGHLAND MORTGAGE COMPANY, BENEFICIARY**,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of N/A, County of DOUGLAS, Nevada, described as:

LOT 52 IN BLOCK C, AS SET FORTH ON THE FINAL MAP FOR HIGH MEADOWS UNIT NO. 2, GENOA LAKES PHASE 4, A PLANNED UNIT DEVELOPMENT, RECORDED JUNE 24, 2002 IN BOOK 602 OF OFFICIAL RECORDS AT PAGE 7600, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 545421.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

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 **\$370,000.00** 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 extensions or renewals thereof; (2) the performance of each agreement of Trustor

incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

Deed of Trust – Page 2

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:


COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	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	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions 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 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 this address herein before set forth.



 JOE L. ZIMMERMAN



 FRED S. OAKES





DAVID L. BATES



JEFFERY R. ATCHISON

STATE OF NEVADA

} ss

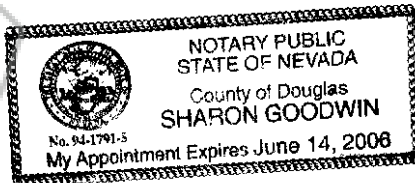
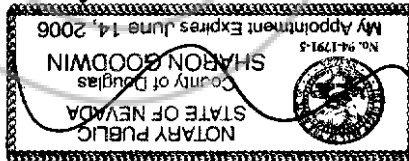
COUNTY OF CARSON

This instrument was acknowledged before me on

12/20/05

by JOE L. ZIMMERMAN, FRED S. OAKS, DAVID L. BATES AND JEFFERY R. ATCHISON

Notary Public



ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to; a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Trustor agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

DUE ON SALE CLAUSE

If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

"SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN."

Date: 12/20/05

Borrower's Signature:

X [Signature]
Borrower David L. Bates Date

X [Signature]
Borrower Jeffery R. Atchison Date

X [Signature]
Borrower Fred S. Oakes Date

X [Signature]
Borrower Joe L. Zimmerman Date

State of Nevada

County of Clark

On 12/20/05 before me, Sharon Goodwin, personally appeared David L. Bates Jeffery R. Atchison Fred S. Oakes Joe L. Zimmerman 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]
Signature of Notary Public

