APN: 1022-17-002-013

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Name Builders' Financial Serv. Street 1597 Wildrose Dr. Address Minden, NV 89423 City,State Zip DOC # 0680282 07/21/2006 01:28 PM Deputy: GI OFFICIAL RECORD Requested By: BUILDERS FINANCIAL SERV.

> Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00 BK-0706 PG-7419 RPTT: 0.00



Order No.

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made on July 21, 2006, between D.A. DEVELOPMENT, INCORPORATED, a Nevada Corporation, TRUSTOR, whose address is 329 Hwy 395 N., #10-111, Gardnerville, NV 89410, Western Title Company, Inc., a Nevada Corporation, TRUSTEE, and BUILDERS* FINANCIAL SERVICES, LLC, a Nevada Limited Liability Company, BENEFICIARY

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

See Exhibit A attached hereto and made a part hereof.

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 \$100,000. 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:

| | 70011 | * | ~~~ | | 2004 | | المنجامية |
|-----------|---------------|------|----------|------------|------------------|--|-----------|
| COUNTY | воок | PAGE | DOC. NO. | COUNTY | BOOK | PAGE | DOC. NO. |
| Churchill | 39 Mortgages | 363 | 115384 | Lincoln | | The state of the s | 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.

D. A. DEVELOPMENT, INC.

By:

0680282 Page: 2 Of 4

PG-

| Deed of Trust – Page 3 | |
|--|---|
| | |
| | |
| | _ |
| | |
| | _/_ |
| | |
| STATE OF NEVADA | }ss |
| COUNTY OF Dayles | _ \ \ / |
| This instrument was acknowledged before me | on |
| | |
| by DUSTIN UKTON | / / / |
| Miller | |
| Notary Public | |
| \ \ | \ \ |
| | LORI MAE SILVA Notary Public - State of Nevada |
| | Appointment Recorded in Douglas County No: 97-2081-5 - Expires April 26, 2009 |
| Fring resource | CONTRACTOR OF THE PROPERTY OF |
| | |
| , | |
| | |
| | |
| | |
| | |

Exhibit A

Parcel 1, as shown on the Map of Division into Large Parcels for Linda Bartlett and Keith and Ann Ruben, according to the official map thereof, filed in the office of the Douglas County Recorder, on November 30, 2004, in Book 1104, page 13564, as Document No. 630600, Official Records of Douglas County, Nevada



0680282 Page: 4 Of 4

BK- 0706 PG- 7422 07/21/2006