

OFFICIAL RECORD

Requested By:

LAW OFFICES OF WALSH & WALSH

LLC

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00

BK-1006 PG-00430 RPTT: 0.00



APN: 1121-22-000-011

When recorded return to:

Kevin P. Walsh

Law Offices of Walsh & Walsh, LLC

412 E. Musser St., Ste. 2

Carson City, NV 89701

Recording requested by:

Kevin P. Walsh

Law Offices of Walsh & Walsh, LLC

412 E. Musser St., Ste. 2

Carson City, NV 89701

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DEED OF TRUST

This DEED OF TRUST, made this 29TH day of SEPTEMBER, 2006, between RONALD J. SMITH, herein called TRUSTOR, whose address is 550 New Hope Court, Gardnerville, Nevada,

The LAW OFFICES OF WALSH & WALSH, LLC, herein called TRUSTEE,

and the LAW OFFICES OF WALSH & WALSH, LLC, herein called BENEFICIARY,

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

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

A parcel of land situated in and being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 11 North, Range 21 East, M.D.B. & M., described as follows:

Parcel 1, as set forth on that certain Parcel Map for ALFRED KNOOP, filed for record in the office of the County Recorder of Douglas County, Nevada, on April 22, 1977, in Book 477, Page 1101, Document No. 08633.

Assessor's Parcel No. 35-240-15.

Together with a non-exclusive easement for ingress and egress over the East 60 feet of the South 364.64 feet of the North 684.28 feet of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 11 North, Range 21 East, M.D.B. & M.

Together with a non-exclusive right of way for ingress and egress across the North 25 feet of the South 1/2 of the Southeast 1/2 of the Southeast 1/4 and the South 25 feet of the North 1/4 of the Southeast 1/4 of the Southeast 1/4, also the East 50 feet of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, all in Section 22, Township 11 North, Range 21 East, M.D.B. & M.

Further together with an easement or right of way for a road, 60 feet wide, from the Northwest corner to the Highway, along the North boundary of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 11 North, Range 21 East, M.D.B. & M., in Douglas County, Nevada, described as follows:

Beginning at the Northwest corner of said Southwest 1/4 of the Southwest 1/4 of Section 23, which is located North 0 degree 01' East, 1287.40 feet from the Southwest corner of said Section 23; thence along the North boundary of said Southwest 1/4 of the Southwest 1/4 South 89 degrees 59' East, 402.56 feet to the Westerly right of way line of U.S. Highway 395; thence along the Highway, South 38 degrees 22' East, 68.19 feet; thence North 89 degrees 59' West, 434.91 feet, 60 feet South of and parallel to the North boundary to the section line, thence along the section line North 0 degree 01' East, 60.00 feet to the point of beginning.

B. Per NRS 111.312 this legal description was previously recorded at Document No. 382453, book 396, Page 131, on March 1, 1996.

More commonly referred to as 550 New Hope Court, Gardnerville, Nevada.

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 NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) executed by Trustor in favor of Beneficiary or order, pursuant to the terms of the Amended Fee Agreement of even date between Ron Smith and the Law Offices of Walsh & Walsh, LLC. 3. Payment of such additional sums as may hereinafter be

advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: by the execution and delivery of this Deed of Trust and the Note 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.:

County	Document No.	Book	Page	County	Document No.	Book	Page	County	Document No.	Book	Page
Clark	413987	514		Humboldt	116986	3	83	Nye	47157	67	163
Churchill	104132	34mtgs	591	Lander	41112	a	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	washne	407205	734	221	Storey	28573	lt mtgs	112
Esmeralda	26291	311 deeds	138 141	Lyon	89486	31 mtgs	449	white Pine	128126	261	341-344
Eureka	39602	3	283	Mineral	76648	16 nags	534 537				

(which provisions, identical in all counties follow) 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 undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

STATE OF NEVADA,)
) ss.
COUNTY OF DOUGLAS)



Ronald J. Smith

On September 29th, 2006 personally appeared before me, a Notary Public, RONALD J. SMITH who acknowledged that he executed the above instrument.



Notary Public

