

A.P.N. 1420-34-401-028

WHEN RECORDED MAIL TO:

John Heza and Josephine Heza
6184 Rose Garden Lane
Roseville, CA 95747

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 2 Fee: 15.00
BK-1106 PG-10283 RPTT: 0.00



THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION
AND WITHOUT LIABILITY FOR THE CONSIDERATION
THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY
OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH
RECORDING ON THE TITLE OF THE PROPERTY INVOLVED
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 12th day of October, 2006, between , DANIEL EVANS AND AMANDA E. EVANS, husband and wife~, herein called TRUSTOR,

whose address is 1412 Johnson Lane, Minden, Nevada 89423

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and

JOHN HEZA AND JOSEPHINE HEZA, husband and wife, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 1420-34-401-028~, more specifically described as follows:

Parcel 3, as set forth on Parcel Map for CLEO S. KUYPER, filed for record in the office of the Douglas County Recorder on November 1, 2005, as File No. 659440, Official Records of Douglas County, Nevada

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

THIS DEED OF TRUST IS BEING RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREOF OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.

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 \$ 225,000.00 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 all extensions or renewals 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 evidence 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

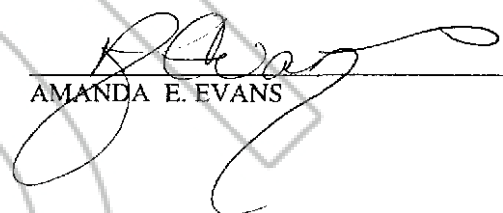
COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off Rec.	248	86043
Churchill	Off Rec.		224333	Lyon	Off Rec.		0104086
Clark	861226 Off Rec.		00857	Mineral	112 Off Rec.	352	078762
Douglas	1286 Off Rec.	2432	147018	Nye	558 Off Rec.	075	173588
Elko	545 Off Rec.	316	223111	Pershing	187 Off Rec.	179	151646
Esmeralda	110 Off Rec.	244	109321	Storey	055 Off Rec.	555	58904
Eureka	153 Off Rec.	187	106692	Washoe	2464 Off Rec.	0571	1126264
Humboldt	223 Off Rec.	781	266200	White Pine	104 Off Rec.	531	241215
Lander	279 Off Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision 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 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 therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



 DANIEL EVANS



 AMANDA E. EVANS

STATE OF NEVADA
 COUNTY OF Carson City

On this 27th day of November, 2006, before me a Notary Public in and for said County and State, personally appeared **Daniel Evans and Amanda Evans** 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.



 Notary Public

