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OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00

BK-0207 PG-01646 RPTT: 0.00



APN: 1318-10-411-002  
WHEN RECORDED MAIL TO:  
MICHAEL TOIGO, ESQ.  
276 VIA TEMPESTO  
HENDERSON, NEVADA 89074

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Short form Deed of Trust & Assignment  
(Title of Document) of Rents

This document is recorded as an  
ACCOMMODATION ONLY and  
without liability for this 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.

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This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed.

APN: 1318-10-411-002  
WHEN RECORDED MAIL TO:  
MICHAEL TOIGO, ESQ.  
276 VIA TEMPESTO  
HENDERSON, NEVADA 89074

MAIL TAX STATEMENT TO:  
Eugene C. Canepa  
270 North Lake Street  
Reno, NV 89501

ESCROW NO:

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**  
**{THIS DEED OF TRUST CONTAINS AN ACCELERATION CLAUSE.}**

**THIS DEED OF TRUST**, made this 26<sup>th</sup> day of January, 2007 among Eugene C. Canepa, an unmarried man, whose address is 270 North Lake Street Reno, NV 89501, herein called **TRUSTOR**, and Scott Canepa, an unmarried man, whose address is 851 South Rampart Blvd., Suite 160, Las Vegas, NV 89145, herein called **BENEFICIARY**, and Stewart Title of Douglas County, a Nevada corporation, herein called **TRUSTEE**.

**WITNESSETH:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that certain property in Douglas County, Nevada described on Exhibit A attached hereto and made a part hereof (the "Property").

**TOGETHER WITH** all rents, issues and profits from the Property, **RESERVING, HOWEVER**, the right to collect and use the same so long as there is no existing default hereunder, and **DOES HEREBY AUTHORIZE BENEFICIARY** to collect and recover the same in the name of **TRUSTOR** or its successor in interest by use of any lawful means.

If **TRUSTOR** shall sell, convey or alienate the Property, or any part thereof, or any interest therein, or shall be divested of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of **BENEFICIARY** being first had and obtained, or shall default under any other mortgage, pledge or encumbrance against the Property, **BENEFICIARY** shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same, immediately due and payable.

**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 certain Secured Promissory Note in the principal sum of One Hundred Thousand Dollars (\$100,000.00) executed by Trustor, as Maker, in favor of Beneficiary, as Payee, of even date herewith, (3) Payment of such additional sums as may hereafter be borrowed from Beneficiary by Trustor when evidenced by another promissory note (or notes) reciting it is so secured. and (4) payment of any additional sums and advances


hereafter made by BENEFICIARY or its assignee to TRUSTOR or its successor in ownership of the Property encumbered hereby;

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:** By the execution and delivery of the Deed of Trust and the Secured Promissory 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	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE
Clark	413967	514		Humboldt	116966	3	83	Nye	47157	67	163
Churchill	104132	34 mtgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24496	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	R mtgs	112
Esmeralda	26291	3H deeds	138-141	Lyon	55488	31 mtgs	449	White Pine	28124	261	341-344
Eureka	39602	3	263	Mineral	78848	10 mtgs	534-537				

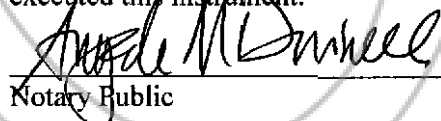
(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties 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 Trustor at the address set forth above.

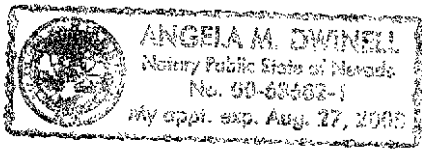
  
 Eugene C. Canepa

STATE OF NEVADA )  
 )ss  
 COUNTY OF CLARK )

On Jan 26<sup>th</sup> 2007, personally appeared before me, a Notary Public, Eugene C. Canepa, personally known or proven to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed this instrument in his authorized capacity for the purposes therein contained and that by his signature on this instrument, the entity upon behalf of which the person acted, executed this instrument.

  
 Notary Public

My commission expires: 8/27/08



DO NOT RECORD

The following is a copy of provisions (1) to (16) inclusive, of the Deed of Trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and Incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To properly care for and keep the property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of the property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited first, to accrued interest, next to expenditures hereunder, and any remainder upon the principal. Interest shall then cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.
4. That if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note(s) secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and



retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto." Trustee is authorized to retain this Deed of Trust and/or Note.

(a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, the Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written Declaration of Default and Demand for Sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be recorded in the appropriate County Recorder's Office) and shall surrender to Trustee this Deed of Trust, the Note(s) and all documents evidencing any expenditure secured hereby.

10. After three months have elapsed following recordation of any such Notice of Default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the County in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personality.

(b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said Notice of Sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(c) At the time of sale so fixed, Trustee may sell the property advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such Successor Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred upon the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.



15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the Note(s) secured hereby.

16. When not inconsistent with the above the following covenants, No. 1;2 ( full replacement value );3;4 (12%) 5;6;7 ( 15 %) of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

DO NOT RECORD

**REQUEST FOR FULL RECONVEYANCE**

To be used only when the Note(s) have been paid in full.

To: Chicago Title Agency of Nevada, Inc., a Nevada corporation, TRUSTEE;

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and are satisfied. You are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by the Deed of Trust, delivered to you herewith together with the Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE  
which it secures. Both must be delivered to the Trustee for cancellation  
before reconveyance will be made.



## EXHIBIT "A"

### LEGAL DESCRIPTION

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

Lot 1, as shown on the map of ZEPHYR HEIGHTS, NO. 6, filed for record in the office of the County Recorder on October 30, 1963, as document No. 23747.

Together with that portion of Lot 14 of "Zephyr Heights No. 6 Subdivision" as shown by map thereof filed October 30, 1963, Document No. 23747, Douglas County, Nevada Records, lying with Section 10, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada and described as follows:

Beginning at the most Southerly corner of Lot 1 in "Zephyr Heights No. 6 Subdivision" as shown by map thereof filed October 30, 1963, Document No. 23747, Douglas County, Nevada Records, said point being on the Northerly right-of-way line of Lookout road (25.00 feet wide); thence along a curve concave to the Southeast with a radius of 30 feet, a central angle of 13 degrees 46'43", and an arc length of 7.21 feet, the chord of said curve bears South 55 degrees 31'09" West 7.20 feet; thence North 65 degrees 00'00" West 78.96 feet; thence North 67 degrees 23'00" East 8.39 feet; thence South 65 degrees 00'00" East 76.96 feet to the Point of Beginning.

Reference is hereby made to Lot Line Adjustment Map recorded May 22, 1992, in Book 592, Page 3972, as Document No. 279281, Official Records of Douglas County, Nevada.

APN 1318-10-411-002

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 28, 1998, BOOK 898, PAGE 6467, AS FILE NO. 448279, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

