A.P.N: 1319-19-802-007 RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO: Mr. & Mrs. Purvance, Trustees P.O. Box 5591

Stateline, NV. 89449

DOC # 0694597
02/08/2007 10:01 AM Deputy: CI
OFFICIAL RECORD
Requested By:
TSI TITLE & ESCROW

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: BK-0207 PG-02407 RPTT:

17.00 0.00



## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 6th day of February, 2007, between LSPI Exchange Corp., a Nevada Corporation, herein called TRUSTOR,

whose address is 20 S. Santa Cruz Avenue, Suite 300, Los Gatos, CA. 95030 and

TSI TITLE AND ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

Clinton David Purvance and Shawna Michelle Purvance, Trustees of the C & S Purvance Trust dated August 14, 2002, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

The real property situate in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appurtaining.

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 \$ 116,559.91 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

IN THE EVENT OF A SALE, CONVEYANCE, TRANSFER OR ENCUMBRANCE OR AN AGREEMENT FOR ANY SALE, CONVEYANCE, TRANSFER OR ENCUMBRANCE, DIRECTLY OR IN DIRECTLY, EITHER VOLUNTARILY, INVOLUNTARILY OR BY OPERATION OF LAW. OF THE TITLE TO OR POSSESSION OF ALL OR PART OF THE REAL PROPERTY SUBJECT TO THIS DEED OF TRUST SECURING THE NOTE, HOLDER MAY DECLARE THE ENTIRE BALANCE OF THIS NOTE IMMEDIATELY DUE AND PAYABLE.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note of even date herewith 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.:

### DOCUMENT.

## DOCUMENT

COUNTY	<u>NO</u>	<u>BK</u>	<u>PG</u>	COUNTY	<u>NO</u>	<u>BK</u>	<u>PG</u>	COUNTY	NO	<u>BK</u>	<u>PG</u>
Clark	413987	514		Humboldt	116986	3	83	Nyc	47157	67	163
Churchill	104132	34 mrgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Eľko	14831	43	343	Washoe	407205	734	221	Storey	28573	Rmtgs	. 112
Esmeralda	26291	3H deeds	138	Lyon	88486	31 mtgs	. 449	White Pinc	128126	261	341-3
Eureka	39602	3	283	Mineral	76648	16 mtgs	. 534	The state of the s		\	\

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 parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ \_\_\_\_\_ and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 10 %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hercunder be mailed to him at his address hereinbefore set forth.

Dated: February 6, 2007

LSPI Exchange Corp., a Nevada Corporation

BY: Jaraes Hassett, Sr. Counselor

STATE OF: [alitornia

ON February 6 2007, before me Heidi Butter personally appeared

personally known to me (or preved to me on the basis of eatisfactory evidence) to be the person(\$) whose name(\$) is/aye subscribed to the within instrument acknowledged to me that he/shé/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) acted executed the instrument.

Witness my hand and official seal.

NAME (TYPED OR PRINTED

HEIDI BUTLER
Commission # 1406718
Notary Public - California
Santa Clara County
My Comm. Expires Mar 23, 2007

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# EXHIBIT "A" Legal Description

### Parcel 1:

That portion of Section 19 in Township 13 North, Range 19 East, M.D.B.& M., particularly described as follows:

Beginning at a point from which the Section corner common to Sections 19, 20, 29 and 30 in said Township and Range bears South 77°04'27" East, a distance of 322.01 feet, being a point in roadway and utility easement 60.0 feet in width; thence from the point of beginning and leaving the center line of said easement, North 30°59'50" West a distance of 146.90 feet; thence North 15°14'21" West a distance of 135.00 feet to a point on a curve concave to the Northwest, the center of which bears North 15°14'21" West, having radius of 530 feet and a central angle of 82°03'48"; thence Northeasterly along said curve an arc distance of 759.26 feet to a point; thence radial to said curve North 82°41'51" East a distance of 290.00 feet; thence North 71°37'41" East a distance of 193.75 feet to a point on the centerline of said roadway and utility easement; thence along said centerline the following six (6) courses and distances: (1) South 88°12'16" East a distance of 97.21 feet; (2) North 51°23'44" East a distance of 52.10 feet; (3) North 73°43'44" East a distance of 100.81 feet; (4) South 77°11'31" East a distance of 107.90 feet; (5) South 62°51'24" East a distance of 125.60 feet; (6) North 89°28'21" East a distance of 108.39 feet; thence leaving the centerline of said easement East a distance of 323.00 feet to a point in the East line of the Southwest 1/4 of the Southwest 1/4 of Section 20 in said Township and Range; thence South 00°22'47" West along the East line of said Southwest 1/4 of the Southwest 1/4 and along the East line of the Northwest 1/4 of the Northwest 1/4 of Section 29 in said Township and Range a distance of 1,180.00 feet; thence West a distance of 450.00 feet; thence North 15°29'55" West a distance of 590.27 feet to a point in the centerline of said roadway and utility easement; thence along the centerline of said easement the following five (5) courses and distances:

(1) North 84°42'24" West a distance of 178.18 feet; (2) South 78°12'51" West a distance of 359.17 feet; (3) South 39°16'36" West a distance of 229.35 feet; (4) South 63°18'51" West a distance of 179.75 feet; and (5) North 84°53'24" West a distance of 180.15 feet to the Point of Beginning.

EXCEPT THEREFROM: However, any portion thereof lying within the boundaries of a roadway and utility easement 60.00 feet in width, hereafter described as Parcel 2; said easement is for the benefit of and appurtenant to the Grantors remaining property and may be used by any persons who become the owners of said property or any parts or portions thereof.

FURTHER EXCEPTING THEREFROM any portion of the above described property lying within the boundaries of Section 20, Township 13 North, Range 19 East, M.D.B.& M.

### PARCEL 2:

Together with a non-exclusive right of way 60.0 feet in width for roadway and utility purposes particularly described as follows:

Beginning at the most Easterly terminus of the centerline of Jacks Drive, as shown on the map of Kingsbury Estates Unit No. 2, filed in the office of the County Recorder of Douglas County, Nevada, on June 6, 1962; thence from the point of beginning and along the centerline of the herein described easement, North 89°19'36" East a distance of 143.55 feet; thence North 67°22'30" East a distance of 352.11 feet; thence South 87°47'32" East a distance of 175.27 feet; thence South 76°54'17" East a distance of 50.00 feet; thence South 55°45'17" East a distance of 50.00 feet; thence South 00°34'28"West a distance of 230.26 feet; thence

South 53°58'17" East a distance of 211.44 feet; thence South 31°27'32" East a distance of 261.89 feet, thence South 22°39'02" East a distance of 129.00 feet, thence South 55°44'54" East a distance of 428.71 feet; thence North 72°25'60" East a distance of 225.02 feet, to a point in the Southwesterly line of the herein above described Parcel 1;

thence continuing along said centerline and along the Southerly line of the herein above described Parcel 1, South 84°53'24" East a distance of 180.15 feet; thence North 63°18'51" East a distance of 179.75 feet; thence North 39°16'36" East a distance of 229.35 feet; thence North 78°12'51" East a distance of 359.17 feet; thence South

84°42'24" East a distance of 178.18 feet; thence leaving the boundary of the herein above described Parcel 1 and continuing along said easement centerline South 75°07'09" East a distance of 135.80 feet; thence North 89°48'21" East a distance of 115.69 feet; thence North 41°22'36" East a distance of 95.20 feet; thence North 16°27'59" East a distance of 120.63 feet; thence North 71°37"06" East a distance of 125.46 feet; thence North 26°39'24" West a distance of 205.98 feet; thence North 42°24'39" West a distance of 120.82 feet, thence North 01°18'36" East a distance of 145.72 feet to a point in the Northerly line of the herein above described Parcel1; thence along the Northerly line of said Parcel 1 and continuing along said easement centerline, South 89°28'21"West a distance of 108.39 feet; thence North 61°51'24" West a distance of 125.60 feet; thence North 77°11'31" West a distance of 107.90 feet, thence South 73°43'44" West a distance of 100.81 feet; thence South 51°23'44" West a distance of 52.10 feet; thence North 88°12'16" West a distance of 97.21 feet to a point; thence leaving the Northerly line of said Parcel 1 and continuing along said easement centerline North 40°52'01" West a distance of 110.10 feet; thence North 09°31'21" East a distance of 87.99 feet, thence North 28°55'21" East a distance of 86.18 feet; thence North 01°29'59" East a distance of 100.18 feet; thence North 12°16'46" West a distance of 99.98 feet; thence North 24°34'16" West a distance of 72.07 feet; thence North 13°51'31" West a distance of 249.33 feet; thence

North 04°33'31" West a distance of 86.35 feet; thence North 47°30'38" West a distance of 68.74 feet; thence North 22°13'08" West a distance of 298.44 feet; thence North 62°29'38" West a distance of 134.15 feet; thence North 84°02'08" West a distance of 142.09 feet; thence North 42°31'38" West a distance of 105.17 feet; thence North

05°14'38" West a distance of 193.63 feet; thence North 72°12'52" East a distance of 77.95 feet; thence North 48°17'51" East a distance of 80.00 feet, more or less, to a point on the Southwesterly right of way line of the proposed new Kingsbury Grade, the termination of said easement.

Per NRS 111.312, this legal description was previously recorded on May 06, 2003 in Book 0503, Page 2809 as Document No. 0575851, Official Records, Douglas County, State of Nevada

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