

A.P.N. 1320-33-301-004  
ESCROW NO. 270111

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 3 Fee: 16.00  
BK-0807 PG-04012 RPTT: 0.00

WHEN RECORDED MAIL TO:  
Hal and Sue Rishton



**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this 23rd day of July, 2007, between ONE WAY AUTO CARE LLC., a Nevada Limited Liability Company, herein called TRUSTOR,

whose address is 1473 Highway 395, Gardnerville, Nevada 89410

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

HAL RISHTON AND SUE RISHTON, husband and wife and TONY RISHTON AND LORI RISHTON husband and wife, all as Joint Tenants, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. 1320-33-301-004, more specifically described as follows:

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

**DUE ON SALE 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.

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 \$ 107,289.50 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 evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

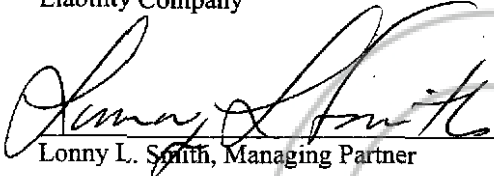
To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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:

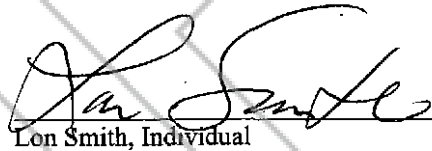
COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	861226		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Douglas	1286 Off. Rec.	316	223111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

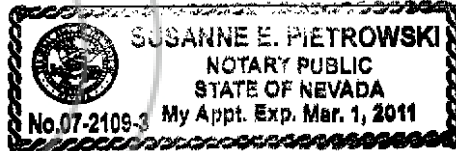
shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a 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.

ONE WAY AUTO CARE, LLC., a Nevada Limited Liability Company

  
 Lonny L. Smith, Managing Partner

  
 Lon Smith, Individual



STATE OF NEVADA  
 COUNTY OF Douglas

On this 24<sup>th</sup> day of July, 2007, before me a Notary Public in and for said County and State, personally appeared

Lonny L. Smith / Lon Smith  
 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

## EXHIBIT "A"

**All that real property situate in Douglas County, State of Nevada, further described as follows:**

A Parcel of land situated in the Southwest  $\frac{1}{4}$  of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, More particularly described as follows to wit:

Commencing at the West  $\frac{1}{4}$  corner of said Section 33; thence South  $29^{\circ}03'00''$  West a distance of 942.71 feet to Old Mill Street Monument. Located at the intersection of the centerline of Main Street and the northerly right-of-way line of Mill Street:

Thence South  $47^{\circ}36'10''$  East a distance of 848.00 feet, to the True Point of Beginning:

Thence North  $44^{\circ}54'00''$  West, along the northeasterly right-of-way line of Main Street a distance of 42.00 feet; Thence North  $45^{\circ}09'30''$  East a distance of 120.00 feet; thence North  $44^{\circ}54'00''$  West a distance of 50.00 feet to the southeasterly right-of-way line of High School Street; thence North  $45^{\circ}09'30''$  East along said right-of-way line a distance of 140.50 feet to the southwesterly right-of-way line of Courthouse Street:

Thence South  $44^{\circ}23'12''$  East along said right-of-way line a distance of 235.36 feet (record-South  $45^{\circ}31'22''$  East 233').

Thence South  $73^{\circ}46'05''$  West a distance of 299.22 feet (record South -  $73^{\circ}46'00''$  West 293'), returning to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey filed for record in the Office of the County Recorder of Douglas County, Nevada on May 23, 1985, as Document No. 117893.

APN 1320-33-301-004

Per NRS 111.312, this legal description was previously recorded at Document No. 655113, Book 0905, Page 5125, on September 15, 2005.