

OFFICIAL RECORD
Requested By:
SMITH AND HARMER

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00
BK-0907 PG- 0975 RPTT: 0.00



APN# 1420-31-000-010

Recording Requested by:
Name: Smith and Harmer, Ltd.
Address: 502 North Division Street
City/State/Zip: Carson City, NV 89703

Mail Tax Statements to:
Name: Marvin Livingston Smith, Jr.
Address: Post Office Box 2553
City/State/Zip: Carson City, NV 89702

Please complete Affirmation Statement below:

- I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)
- OR-
- I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Joylyn Harmer
Signature (Print name under signature)
Julian C. Smith, Jr.

Attorney for Grantors/
Title Beneficiary

DEED OF TRUST

(Insert Title of Document Above)

Only use the following section if one item applies to your document

This document is being re-recorded to _____

-OR-

This document is being recorded to correct document # _____, and is correcting _____

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
County Records Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

APN 1420-31-000-010

When Recorded, Mail To:
Smith and Harmer, Ltd.
502 North Division Street
Carson City, Nevada 89703

DEED OF TRUST

This Deed of Trust dated August 23, 2007, between MARVIN LIVINGSTON SMITH, JR., and ROSANA HERRAN DE SMITH, husband and wife, Post Office Box 2553, Carson City, Nevada 89702, herein called Trustors, and NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called Trustee, and MARVIN L. SMITH and LYNN P. SMITH, husband and wife, as joint tenants with right of survivorship, herein called Beneficiary.

W I T N E S S E T H:

That Trustors IRREVOCABLY GRANT, TRANSFER AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE, property in Douglas County, State of Nevada, that certain real property described as follows:

Parcel A:

A piece or parcel of land situate, lying and being in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 14 North, Range 20 East, MDB&M, in Douglas County, Nevada, described as follows:

BEGINNING at a point near a fence corner which bears North 89°56'00" West a distance of 1318.08 feet from the East quarter-section corner of said Section 31; thence South 00°05'45" West, along a fence line, a distance of 347.04 feet to a point; thence West a distance of 626.62 feet to a point; thence North, a distance of 347.77 feet to an intersection with a fence line; thence South 89°56'00" East, along said fence line a distance of 627.20 feet to the POINT OF BEGINNING.

Parcel B:

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described property:

Beginning at the Southeast corner of that parcel conveyed to H. JAMES PECK and wife recorded August 2, 1968, in Book 60, Page 545; thence South 20 feet; thence South 89°55'30" West a 625.35 feet; thence North 00°04'30" West



40 feet; thence North 89°55'30" East 625.35 feet; thence South 20 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM all gold, silver, copper, lead, cinnabar and other valuable minerals.

TOGETHER WITH all water, water rights, ditch and ditch rights, appurtenant to the herein described real property.

This legal description was previously recorded on November 25, 1997, Book 1197, Page 5166 as Document No. 0427159

IN THE EVENT THE HEREIN DESCRIBED PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTORS, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, 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 Trustors incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by a promissory note of even date herewith in the total amount of \$200,000, and the interest thereon, and any extension or renewal thereof executed by Trustors in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustors or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustors agree:

1. Trustors shall agree to properly care for and keep said property hereindescribed in first-class condition, order, and repair; care for, protect and repair all buildings and improvements located thereon; not to commit or permit any waste thereof; not build any new or additional building or structure on the premises or rebuild, alter, remove or demolish any buildings or improvements thereon without the prior written consent of Beneficiary; complete in a good, professional manner any building or other improvement which may be constructed thereon, and pay, when due, all claims for labor performed and for materials



furnished therefor; underpin and support, when necessary, any building or other improvement situated thereon, and otherwise protect and preserve the same.

2. The Trustors agree to pay and discharge all costs, fees and expenses of this Trust, including costs 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. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary in an amount presently carried by Beneficiary. The amount collected under any fire or other insurance policy for damage or loss to any structure listed in paragraph 1 hereinabove shall be released to Trustors to rebuild the destroyed or damaged building(s) or structure(s), so long as funds are held in a builder's control account to insure application to the rebuilding. Other amounts collected under any fire insurance policy shall be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. The Trustors promise and agree 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 said premises, or any part thereof, be made or asserted, they 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 monies received by it 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 Trustors, 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 so 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 notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby of 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 therewith.

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". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(a) Should default be made by Trustors in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then 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 filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall 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) 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.

(b) 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 the 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, expressed or implied. Trustors hereby agree 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; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the current legal rate of interest per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. 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 or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts 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, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever it deems, at its sole discretion, to be in the best interest of the Trustee by giving written notice to the Trustors and Beneficiary herein, their successors or assigns.


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

16. Where not inconsistent with the above the following covenants, No. 1, 3, 4 (current legal rate of interest), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address set forth below:


Marvin Livingston Smith, Jr. and
Rosana Herran De Smith
Post Office Box 2553
Carson City, Nevada 89702


MARVIN LIVINGSTON SMITH, JR.


ROSANA HERRAN DE SMITH

STATE OF NEVADA)
 : ss.
COUNTY OF)

This instrument was acknowledged before me on August 23rd, 2007, by MARVIN LIVINGSTON SMITH, JR., and ROSANA HERRAN DE SMITH.


NOTARY PUBLIC

