DOC # 0709009
09/11/2007 01:39 PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

A.P.N.: File No: 1420-07-411-024 131-2334996 (Rt)

When Recorded Return To: Ronald Sauer and Genet Sauer 12675 Buckthorn Reno, NV 89511 Douglas County - NV Werner Christen - Recorder

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Fee:

16.00

0.00

BK-0907 PG-1934 RPTT:



DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made September 5, 2007, between **Kristen Brodie**, **TRUSTOR**, whose address is **3443 Tourmaline Drive**, **Carson City**, **NV 89705**, **First American Title Insurance Company**, **TRUSTEE**, and **Ronald J. Sauer and Genet W. Sauer trustees of the Sauer Living Trust**, dated September 21, 2001 as to an undivided 50% interest and Jody Weintz and Adrianne Y. Weintz, co-trustees of the Jody and Adrianne Weintz family trust dated November 7, 2005, as to an undivided 50% interest, BENEFICIARY, whose address is **12675 Buckthorn**, **Reno**, **NV 89511**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Douglas**, State of **Nevada**, described as:

LOT 53, AS SHOWN ON THE MAP OF RIDGEVIEW ESTATES, NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 12, 1972 IN BOOK 1272, PAGE 690 AS DOCUMENT NO. 63503

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, and profits.

For the purposes of securing (1) payment of the sum of **One hundred four thousand five hundred and 00/100ths** dollars (**\$104,500.00**) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

DUE ON SALE

"If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

County	<u>Book</u>	<u>Page</u>	Doc. No.	П	County	<u>Book</u>	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384	Ш	Lincoln		-	45902
Clark	850 Off. Rec.		682747	Ш	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	11/	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	1	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	II.	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Ш	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	M.	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	- iPs	Washoe	300 Off, Rec.	517	107192
				- 11	White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) 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 therefor does not exceed a reasonable amount.

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

Dated: September 05, 2007

Kristen Brodie

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COUNTY OF CARSON CITY)

This instrument was acknowledged before me on by

Kristen Brodie Richard Lahompa

Notary Public (My commission expires: 4/10/1)

