6

DOC # 0719919
03/20/2008 10:10 AM Deputy: SD
OFFICIAL RECORD
Requested By:
CHARLES F. PHILLIPS

SPA

AND WHEN RECORDED MAIL TO:

Charles Phillips
3295 Parque Verde Lane
Reno, NV 89502

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 3 Fee: BK-0308 PG-4299 RPTT:

16.00



## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this March 17, 2008 between TUIHALAGINGIE FINAU AND LUTE P. FINAU, husband and wife as joint tenants TRUSTOR, whose address is 10544 Ft. Morgan, Reno, NV 89521, Founders Title Company of Nevada TRUSTEE, and Charles Phillips and Ella Phillips, husband and wife as joint tenants, BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of NEVADA described as:

1327 Stephanie Way, Minden, NV 89423

All that certain real property situate in the City of Reno, County of Washoe, State of Nevada, described as follows:

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, 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.

IF NOT SOONER PAID ENTIRE BALANCE OF PRINCIPAL TOGETHER WITH INTEREST ACCRUED THEREON SHALL BE ALL DUE AND PAYABLE ON JANUARY 15, 2009.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

1 of 3

For the purpose of securing payment of the sum of \$7,500.00 (SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100) 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 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:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	воок	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln	/ /		45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	249	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
		AND DESCRIPTION OF THE PERSON	The state of the s	White Pine	295 R.E. Records	258	

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 change for a statement regarding the obligations secured hereby, provided the charge therefore 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.

Signature of Trustor

**BUYER:** 

Tuihalangingie Finau

Lute P. Finau

2 of 3

PG- 4300 03/20/2008

## STATE OF NEVADA COUNTY OF WASHOE

} ss:

This instrument was acknowledged before me on March 18, 2008

by Tuihalangingie Finau and Lute P. Finau

NOTARY PUBLIC

DONNA HEINSON Notary Public - State of Nevada Appointment Recorded in Westner County
No: 01-70617-2 - Expires September 7, 2009

3 Of 3