

Douglas County APN 1319-19-113-012

Douglas County - NV
Karen Ellison - Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:
Winfield Moses, Jr.
6000 North Oak Blvd.,
Fort Wayne, Indiana 46818

Page: 1 of 3 Fee: 16.00
BK-0109 PG- 6795 RPTT: 0.00



**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this 31 day of December, 2008, between **Elizabeth C. Moses**, herein called TRUSTOR, whose address is P.O. Box 10920, Zephyr Cove, Nevada 89448, and

Winfield Moses, Jr., herein called TRUSTEE, whose address is 6000 North Oak Blvd., Fort Wayne, Indiana 46818, and

Winfield Moses, Jr., herein called BENEFICIARY, whose address is 6000 North Oak Blvd., Fort Wayne, Indiana 46818,

WITNESSETH: TRUSTOR irrevocably grants, transfers, and assigns to TRUSTEE in trust, with power of sale, that property in the County of Douglas, State of Nevada, commonly known as 131 Aspen Way, Zephyr Cove, Nevada, being Assessor's Parcel Number 1319-19-113-012, and specifically described as:

See Exhibit A attached hereto and incorporated herein by reference

TOGETHER WITH all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred, RESERVING, HOWEVER, the right to collect and use the same as long as there is no existing default hereunder, AND TRUSTOR DOES HEREBY AUTHORIZE Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of Seventy Five Thousand Dollars (\$75,000.00) payable to the order of BENEFICIARY and all renewals and extensions thereof; (2) Payment of any additional sums and advances hereafter made by BENEFICIARY or his assignee to or for the benefit of TRUSTOR or his successor in ownership of the real property encumbered hereby; (3) The following covenants, Nos. 1, 2 (amount of insurance shall be \$75,000), 3, 4 (interest pursuant to terms of the note secured hereby), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes Chapter 107.030, are hereby adopted and made a part of 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 agrees to perform and be bound by each and all of the following:

1. To permit Trustor, its successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the Trustor, its successors and assigns, the said described

Exhibit A
Legal Description

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

Lot 12, as shown on the map of ASPEN VALLEY SUBDIVISION UNIT NO. 2, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 15, 1966, as Document No. 34571.

Assessor's Parcel No. 1319-19-113-012

Per NRS 111.312, this legal description was previously recorded on August 15, 2007, in Book 0807, at Page 1, as Document 0707577, Official Records of Douglas County, Nevada.

