vo'

Douglas County APN 1319-19-113-012

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO: Winfield Moses, Jr. 6000 North Oak Blvd., Fort Wayne, Indiana 46818 DOC # 0736815 01/30/2009 02:58 PM Deputy: SG OFFICIAL RECORD Requested By:

LAW OFFICE OF KELLY R. CHASE

Douglas County - NV

Karen Ellison - Recorder Page: 1 Of 3 Fee:

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 ______ 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

lands and premises.

- 2. That the Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.
- 3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by Trustor to Beneficiary.
- 4. That Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.
- 5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Notes secured hereby remaining unpaid, are hereby assigned by Trustor to Beneficiary to be applied by it account of the unpaid balance of such indebtedness.
- 7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.
 - 8. The Trusts created herein are irrevocable.

If the property herein described should be sold or otherwise transferred, at voluntary or judicial sale or otherwise, or if any part thereof should be so transferred, Beneficiary reserves the right, at Beneficiary's option, to declare the entire indebtedness secured hereby due and payable.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor's address set forth below.

STATE OF Nevada

COUNTY OF Dougla S

On Becomber 30, 2009
On Becomber 30, 2008, before me, the undersigned, a Notary Public and for said County and State, personally appeared Elizabeth C. Moses, proved or known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the use and purposes therein mentioned.

WITNESS my hand and official sea

Nótary Public

Elizabeth C. Moses

Eliabeth c. mores

HEATHER A. PATERSON-LEWS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 08-8288-5
MY APPT. EXPRES OCTOBER 23, 2012

PG- 6796 1/30/2009

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.



0736815 Page: 3 Of 3

PG- 6797 01/30/2009