APN: 1121-35-002-003

Recording requested by and mail documents and

tax statements to:

Name:

Daniel A. Ward III and Lori Ward, Trustees

of the Ward Family Trust, U/A DTD 10/25/05

Address: 2962 Candy Lane

City/

State/Zip Gardnerville, NV 89410

02/24/2009 01:42 PM Deputy: OFFICIAL RECORD Requested By: LORI WARD

> Douglas County - NV Karen Ellison - Recorder

Page: 1 of

Fee:

15.00

BK-0209 PG- 6035 RPTT: 0.00



DEED OF TRUST AND ASSIGNMENTS OF RENTS

This Deed of Trust made this 29th day of September 2008, between: DANIEL A. WARD III AND LORI WARD. TRUSTEES OF THE WARD FAMILY TRUST, U/A DTD OCTOBER 25, 2005 herein called TRUSTOR, whose address is 2962 Candy Lane, Gardnerville, Nevada 89410, and FIRST AMERICAN TITLE COMPANY OF NEVADA, herein called TRUSTEE, and THE JULIE LYNN DOTY TRUST, U/A DTD NOVEMBER 13, 1991, herein called BENEFICIARY.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Douglas, State of Nevada, described as:

2923 Pine Valley Road, Gardnerville, Nevada 89410 Parcel C-2 as set forth on that certain Parcel Map for Ellis and Virginia Hurst, being a portion of the Northwest 1/4 of the Southeast 1/4. Section 35, Township 1 North, Range 21 East, M.D.B. & M., filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 5, 1981, in Book 581, Page 210, Document No. 55982, APN 1121-35-002-003

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, issues and profits for the purpose of securing (1) payment of the sum of \$249,000 (two hundred forty-nine thousand dollars) with interest thereon according to the terms of a promissory note made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, f(2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or 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, TRUSTOR agrees: By the execution of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded in the Book and at the Page, or Document No. of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county;

Deed of Trust and Assignments of Rents Page 1 of 5 Initials

COUNTY	DOCUMENT NUMBER	воок	PAGE	COUNTY	DOCUMENT NUMBER	BOOK PAGE
Clark	413967	514		Churchill	104132	34 591
Douglas	24495	22	415	Elko	48 31	43 343
Esmeralda	26291	3H Deeds	3 138-141	Eureka	39802	3 283
Humbolt	118988	3	83	Lander	41172	3 758
Lincoln	41292	0 mrgs	487	Washoe	407205	734 221
Lyon	85488	31 mrgs	448	Mineral	76648	18 534-537
Nye	47517	67	183	Ormsby	72837	19 102
Pershing	57488	28	68	Storey	28573	R mrgs 112
White Pine	128128	261	341		1	1 1

which provisions, identical in all counties, are printed hereof hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that they will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

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, or if Trustor shall default on, or have recorded any Notice of Default with respect to, any obligation secured by a lien with priority over the lien of this Deed of Trust, beneficiary shall have the right, at its option, except as prohibited by law, to declare and indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at 11384 Tranquil Lane, Grass Valley, California 95945.

In Witness Whereof, I/We have hereunto set i	my hand/our hands this 29 day of
December 2008	
Low Word	D.quale
Signature	Signature DANIEC 4. WARD III
Lori Ward	
Print or type name here	Print or type name here
STATE OF NEVADA)	
COUNTY OF DOUGLAS)	
anth I	
On this 29 day of Venember	, 20 08 personally appeared
before me, a Notary Public	
Lori Ward and Daniel	h. Wardpersonally known to
me OR proved to me on the basis of satisfac	ctory evidence to be the
	foregoing instrument in the capacity set forth therein,
	the same freely and voluntarily and for the uses and
purposes therein mentioned. Witness my han	
NII Davier)
How K. 11/770MV	<i>(</i>
Natary Public	
My commission expires: 10 - 25 - 40	LESUE R. MCGARRY
	NOTARY PUBLIC
Deed of Trust and Assignments	STATE OF NEVADA
of Rents Page 2 of 5 Initials	Appt. Recorded in Douglas County

My Appt, Expires October 25, 2010

PG-

0209 6036