

A.P.N. 1220-10-701-006
ESCROW NO. 290014-SL

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0209 PG- 6693 RPTT: 0.00



WHEN RECORDED MAIL TO:

Novasel & Schwarte Investments, Inc.
dba Western Highland Mortgage Company (WHM)
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 19th day of February, 2009, between , Marilyn Lee Ashurst aka Marilyn Lee (Ashurst) McKenzie and Ashlee McKenzie, as Co-Successors Trustees under the P & D Family Trust Agreement, dated July 9, 1998, herein called TRUSTOR,

whose address is

and **MARQUIS TITLE & ESCROW, INC., a Nevada Corporation**, herein called TRUSTEE and

Novasel & Schwarte Investments, Inc., dba Western Highland Mortgage Company,
herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, being Assessment Parcel No. **1220-10-701-006**, more specifically described as follows:

See "EXHIBIT A" attached here to and made a part of.

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate, or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

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 **\$100,000.00** 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 evidence by a promissory note or notes reciting that they are secured by this Deed of Trust.



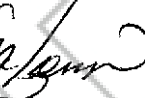
To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

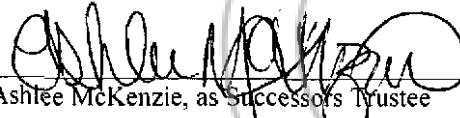
| COUNTY | BOOK | PAGE | DOC NO. | COUNTY | BOOK | PAGE | DOC NO. |
|-----------|----------------|------|-----------|------------|----------------|------|---------|
| Carson | Off. Rec. | | 000-52876 | Lincoln | 73 Off. Rec. | 248 | 86043 |
| City | Off. Rec. | | 224333 | Lyon | Off. Rec. | | 0104086 |
| Churchill | 8 6 1 2 2 6 | | 00857 | Mineral | 112 Off. Rec. | 352 | 078762 |
| Clark | Off. Rec. | 2432 | 147018 | Nye | 558 Off. Rec | 075 | 173588 |
| Douglas | 1286 Off. Rec. | 316 | 223111 | Pershing | 187 Off. Rec. | 179 | 151646 |
| Elko | 545 Off. Rec. | 244 | 109321 | Storey | 055 Off. Rec. | 555 | 58904 |
| Esmeralda | 110 Off. Rec. | 187 | 106692 | Washoe | 2464 Off. Rec. | 0571 | 1126264 |
| Eureka | 153 Off. Rec. | 781 | 266200 | White Pine | 104 Off. Rec. | 531 | 241215 |
| Humboldt | 223 Off. Rec. | 034 | 137077 | | | | |
| Lander | 279 Off. Rec. | | | | | | |

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 charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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

THE P & D FAMILY TRUST AGREEMENT, dated July 9, 1998

  
Marilyn Lee Ashurst aka Marilyn Lee (Ashurst) McKenzie, as Successors Trustee


Ashlee McKenzie, as Successors Trustee

STATE OF NEVADA
COUNTY OF Douglas

On Feb. 21, 2009, personally appeared before me, a Notary Public, Marilyn Lee Ashurst McKenzie and Ashlee McKenzie who acknowledged that he/she/they executed the above instrument.


Notary Public


 SUSAN LAPIN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No:02-74683-5 - Expires March 21, 2010

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 12 North, Range 20 East, M.D.B. & M., described as follows:

PARCEL 1

BEGINNING at a point at the Northeasterly corner of the parcel on the Westerly right-of-way line of U.S. Highway 395, said point being South 45°32' East, a distance of 200.00 feet from the Southeast corner of the Phil S. McAdam property as the same is described and recorded in Book Z, Page 463, Douglas County Records; said point being further described as bearing South 4°13'55" West, a distance of 3,623.26 feet from the section corner common to Sections 2, 3, 10 and 11, Township 12 North, Range 20 East;

Thence South 45°32' East along the said Westerly highway right-of-way line, a distance of 151.00 feet to a point;

Thence South 44°28' West, a distance of 130.00 feet to a point;

Thence North 45°32' West, a distance of 151.00 feet to a point;

Thence North 44°28' East, a distance of 130.00 feet to the POINT OF BEGINNING.

REFERENCE is made to Record of Survey, recorded February 8, 2005, in Book 0205, Page 2677, as Document No. 636248.

PARCEL 2

An easement for sewer lines as shown in Document recorded December 27, 2000, in Book 1200, Page 5525, as Document No. 505785.

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This description was previously recorded on November 8, 2005, in Book 1105, Page 3740, as Document No. 660229, Official Records of Douglas County, Nevada.



ADDENDUM TO DEED OF TRUST

As and for additional consideration for the loan secured by this Deed of Trust, Trustor hereby covenants and agrees that in the event Trustor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to; a petition for relief pursuant to Chapters 7, 11 or 13, Trustor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Trustor's petition under the United States Bankruptcy Code. Trustor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend Trustor the funds secured by the within Deed of Trust. Trustor further acknowledges Beneficiary would not loan said funds to Trustor without Trustor agreeing to immediate relief from stay as aforesaid. In the event Trustor fails to stipulate to immediate relief from stay upon written request from Beneficiary, Trustor hereby stipulates and agrees that the court wherein Trustor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within note and Deed of Trust. Trustor represents that Trustor understands the provisions of this Addendum to Deed of Trust and agrees to the provisions of this Addendum to Deed of Trust freely and voluntarily.

DUE ON SALE CLAUSE

If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

"SUBSEQUENT TRUST DEEDS ARE SUBJECT TO THIS TRUST DEED AND ANY RENEWAL OR EXTENSION THEREOF WHETHER ORAL OR WRITTEN."

Date: _____

Borrower's Signature:

Marilyn Lee Ashurst
Marilyn Lee Ashurst McKenzie
Borrower Marilyn Lee Ashurst aka Marilyn Lee (Ashurst) McKenzie, as Co-Successors Trustee under the P & D Family Trust Agreement, dated July 9, 1998 Date _____

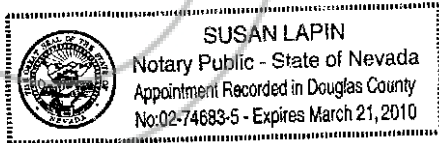
Ashlee McKenzie
Borrower Ashlee McKenzie, as Co-Successors Trustee under the P & D Family Trust Agreement, dated July 9, 1998 Date _____

State of Nevada

County of Douglas

On Feb 21, 2009 before me, Susan Lapin, personally appeared Marilyn Lee Ashurst McKenzie and Ashlee McKenzie personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Susan Lapin
Signature of Notary Public