

DOC # 740096  
03/24/2009 04:03PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE MIN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-309 PG-5729 RPTT: 0.00



A. P. No. 1022-18-001-009  
Escrow No. 2369990-MK

When recorded mail to:  
Iris Hettrick  
1758 Tulip Ct  
Minden, NV 89423

DEED OF TRUST  
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made February 13, <sup>2009</sup>~~2008~~, between  
MARGARET M. ZIEBELL, Successor Trustee of THE MARGARET M. ZIEBELL  
AND PETER D. ZIEBELL FAMILY TRUST, Dated August 21, 2002, herein called  
"Trustor", whose address is: 1412 Highway 395, ~~Toiyah~~<sup>Wyo</sup> Nevada, FIRST AMERICAN  
TITLE  
COMPANY OF NEVADA, a Nevada Corporation, herein called "Trustee", and IRIS  
HETTRICK, Trustee of the HETTRICK FAMILY 1990 TRUST, whose address is:  
1758 Tulip Ct, Minden, NV 89423, herein called  
"Beneficiary",

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest  
of Trustor in that certain property situate in the County of Douglas, State of Nevada,  
more particularly described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto  
belonging or appertaining, and the reversion and reversions, remainder and remainders,  
rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any  
period of default hereunder, and without waiver of such default, to collect said rents,

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$35,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof,



be made or asserted, he will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 2, 3 (interest 7%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.



12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

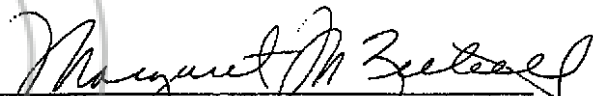
13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is, made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Second of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

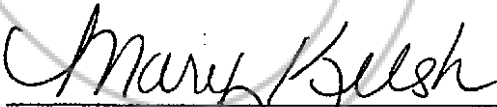
16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

  
MARGARET M. ZIEBELL, TRUSTEE

STATE OF NEVADA        )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on Dec. 19, 2008, by MARGARET M. ZIEBELL, TRUSTEE.

  
Notary Public



**EXHIBIT 'A'**

File No.: 143-2369990 (MK)  
Property: 1412 Highway 395, 1022-18-001-009, Topaz, NV

**PARCEL 1:**

**PARCEL A AS SHOWN ON THE PARCEL MAP FOR JACK BEMIS, FILED FOR RECORD OCTOBER 19, 1979 FILE NO. 37989, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.**

**PARCEL 2:**

**AN EASEMENT 10.00 FEET IN WIDTH FOR WATER PIPE LINES OVER AND ACROSS THE PORTION OF PARCEL 8, AS SHOWN ON THE RECORD OF SURVEY FILED FOR RECORD OCTOBER 10, 1969 AS DOCUMENT NO. 45990, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE WELL SITE FROM WHICH THE NORTH 1/4 CORNER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 22 EAST, M.D.B.&M., BEARS NORTH 02°50'00" EAST A DISTANCE OF 860.00 FEET; THENCE FROM THE POINT OF BEGINNING NORTH 03°17'00" WEST A DISTANCE OF 185.10 FEET TO A POINT IN THE ROAD AND UTILITY EASEMENT AS SET FORTH ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 10, 1969 AS DOCUMENT NO. 45990, SAID ROAD AND UTILITY EASEMENT AS SHOWN ON SAID MAP IS SHOWN AS PENROD LANE; THENCE NORTH 86°43'00" EAST IN SAID ROAD AND UTILITY EASEMENT A DISTANCE OF 260.00 FEET TO A POINT THEREIN; THENCE NORTH 03°17'00" WEST A DISTANCE OF 60 FEET TO THE POINT OF TERMINATION OF THE EASEMENT HEREBY DEDICATED.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 10, 1983 IN BOOK 283, PAGE 1052, AS INSTRUMENT NO. 76103, OF OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.**

**PARCEL 3:**

**A NON-EXCLUSIVE ROAD AND UTILITY EASEMENT ON AND OVER A STRIP OF LAND 15 FEET IN WIDTH LYING SOUTHERLY OF, PARALLEL AND CONTIGUOUS TO THE SOUTHERLY LINE OF PARCEL B, AS SHOWN ON THE PARCEL MAP FOR JACK BEMIS, FILED FOR RECORD OCTOBER 19, 1979 FILE NO. 37989, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.**

**PARCEL 4:**

**AN ACCESS EASEMENT OVER THE WESTERLY 25 FEET OF PARCEL B AS SHOWN ON THE PARCEL MAP FOR JACK BEMIS, FILED FOR RECORD OCTOBER 19, 1979 FILE NO. 37989, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.**

**PARCEL 5:**



**A 25 FOOT ACCESS EASEMENT OVER THE WESTERLY BOUNDARY OF PARCEL B OF  
PARCEL MAP FOR JACK BEMIS, RECORDED AS DOCUMENT NUMBER 37989, AS SET  
FORTH IN CORRECTION GRANT OF EASEMENT RECORDED MARCH 24, 2009 AS  
INSTRUMENT NO. 740095 OF OFFICIAL RECORDS.**

**A.P.N. 1022-18-001-009**

