

Assessor's Parcel Number: 0000-37-080-060

1021-00-001-052

Recording Requested By: Gunderson Law Firm

Name: Jodi Case

Address: 3895 Warren Way

City/State/Zip Reno, NV 89509

Real Property Transfer Tax:

DOC # **0764872**  
06/07/2010 10:33 AM Deputy: DW

**OFFICIAL RECORD**  
Requested By:  
**GUNDERSON LAW FIRM**

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 19.00  
BK-0610 PG- 1380 RPTT: 0.00



\$ \_\_\_\_\_

DEED OF TRUST

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

**DEED OF TRUST**

THIS DEED OF TRUST made this 30<sup>th</sup> day of April, 2010, by and between CHAD SMITH and DAWNDA SMITH, individually and as officers of SMITH CRANE & RIGGING, INC., a Nevada Corporation ("Trustor"), whose address is 671 River Ranch Rd, Markleeville, California 96120 to FIRST AMERICAN TITLE COMPANY, as Trustee ("Trustee"), and GUNDERSON LAW FIRM, a Nevada Professional Law Corporation ("Beneficiary") whose address is 3895 Warren Way, Reno, Nevada, 89509;

**WITNESSETH:**

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, in trust, with the power of sale, all that certain property situated in the County of Douglas, State of Nevada, commonly described as Assessor's Parcel Number 000-37-080-060; along with all water rights appurtenant to this property, and more particularly described as follows on Exhibit "A" ("the Property").

And, also, all the estate, interest, homestead or other claim, as well in law as in equity, which Trustor now has or may hereafter acquire in and to the Property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the same unto the Trustee and its successor, for the purpose of securing payment of an indebtedness in the sum of Seventy-Five Thousand Dollars (\$75,000.00), or the amount owed by Trustor to Beneficiary in legal fees incurred by Beneficiary on behalf of Trustor. The indebtedness is evidenced by a Promissory Note of April 30<sup>th</sup>, 2010, with interest thereon according to the terms of said Note, which Note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon as may hereafter be loaned by Beneficiary to Trustor, payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

**AND THIS INDENTURE FURTHER WITNESSETH:**

1. This Deed of Trust is subordinate to a Fannie Mae first mortgage on the Property.
2. Trustor promises and agrees to pay when due all claims for labor and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws effecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon the Property in violation of any law, covenant, condition or restrictions affecting said property, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

3. Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsements, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust, and the same shall be payable to Beneficiary hereunder secured, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, and if in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either such purpose such sum or sums as Beneficiary shall deem proper.

4. The following covenants, Nos. 1, 3, 4 (interest 15%), 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

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

6. The rights and remedies hereby granted shall not exclude any other rights and remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

7. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the Holder hereof. Whenever used, the singular numbers shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

8. Trustor hereby assigns to Trustee any and all rents of the above-described premises accruing after default, and hereby authorize Trustee, or a receiver to be appointed on application of Trustee, or Beneficiary, without waiving or effecting the rights of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any trustee's sale hereunder held, the Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed, and at such sale is hereby authorized to bid for Beneficiary or other absent persons.

9. It is hereby agreed that the trust created hereby is irrevocable by Trustor.

10. Should Trustor, voluntarily sell, transfer, encumber or convey their interests in the property or any part thereof, or if by operation of law, it may be sold, transferred, or conveyed, then all sums secured hereby shall immediately become due and payable in full.

11. Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to them at the address set forth above.

////

IT WITNESS WHEREOF, the Trustor herein has hereunto executed these presents the day and year first written above.

TRUSTOR

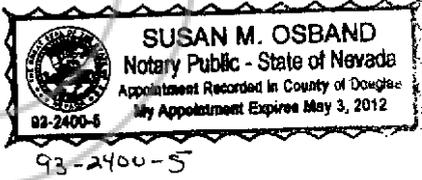
By: [Signature]  
CHAD SMITH, individually and as an Officer of SMITH CRANE & RIGGING, INC.

By: [Signature]  
DAWNDA SMITH, individually and as an Officer of SMITH CRANE & RIGGING, INC.

State of Nevada )  
 ) ss.  
County of Douglas )

On May 19, 2009, appeared before me, a Notary Public, Chad Smith, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument and acknowledged to me that they executed the same in his authorized capacity.

Susan M. Osband  
NOTARY PUBLIC



///  
///  
///  
///  
///  
///  
///

State of Nevada )  
 ) ss.

County of Douglas )

On May 19, 2009, appeared before me, a Notary Public, Dawnda Smith, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument and acknowledged to me that they executed the same in his authorized capacity.

Susan M. Osband  
NOTARY PUBLIC

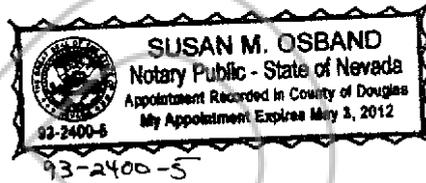


EXHIBIT A

DESCRIPTION OF PROPERTY

APN 0000-37-080-060

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

S 1/2, NW 1/4, NE 1/4, SE 1/4, T. 10N., R. 21 E, Mount Diable, Meridian, Nevada.

