

OFFICIAL RECORD

Requested By:  
MARQUIS TITLE & ESCROW

Assessor's Parcel No.: 1221-05-001-069

Douglas County - NV  
Karen Ellison - Recorder

RPTT: \$ \_\_\_\_\_ or Exempt # \_\_\_\_\_

Page: 1 of 5 Fee: 18.00  
BK-0710 PG- 2675 RPTT: 0.00

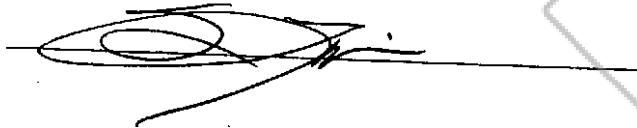


Recording Requested by:

Marquis Title & Escrow, Inc.  
1662 US HWY 395 N., Ste. 103  
Minden, NV. 89423

Escrow Number: 10024251

I hereby affirm that this document submitted for recording does not contain a social security number.



TITLE OF DOCUMENT: Short Form Deed of Trust and Assignment of Rents

\* This document is being re-recorded to correct the Trustor and Beneficiary.

DOC # 766507  
07/06/2010 09:59AM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
MARQUIS TITLE  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-710 PG-862 RPTT: 0.00

A.P.N. 1221-05-001-069  
ESCROW NO. 100248SL

WHEN RECORDED MAIL TO:  
Bay Area Equity Group, LLC  
14510 Big Basin Way #282  
Saratoga, CA 95070

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this 1st day of July, 2010, between, ~~BAY AREA EQUITY GROUP, LLC, a California Limited Liability Company~~ herein called TRUSTOR, PAULA S. STAPLETON, an unmarried woman, whose address is 14510 Big Basin Way #282, Saratoga, CA 95070

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and ~~BAY AREA EQUITY GROUP, LLC, a California Limited Liability Company~~ herein called BENEFICIARY.

**WITNESSETH:** That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 1221-05-001-069, more specifically described as follows:

See "EXHIBIT A" attached hereto 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 \$137,400.00 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:

A.P.N. 1221-05-001-069  
ESCROW NO. 100248SL

WHEN RECORDED MAIL TO:  
Bay Area Equity Group, LLC  
14510 Big Basin Way #282  
Saratoga, CA 95070

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

~~THIS DEED OF TRUST, made this 1st day of July, 2010, between, BAY AREA EQUITY GROUP, LLC, a California Limited Liability Company, herein called TRUSTOR, PAULA S. STAPLETON, an unmarried woman,~~  
whose address is 14510 Big Basin Way #282, Saratoga, CA 95070

and **MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and**  
~~PAULA S. STAPLETON, an unmarried woman,~~ herein called **BENEFICIARY.**  
BAY AREA EQUITY GROUP, LLC, a California Limited Liability Company,

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, State of Nevada, being Assessment Parcel No. 1221-05-001-069, more specifically described as follows:

See "EXHIBIT A" attached hereto 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 \$137,500.00 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 City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

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 therefore 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.

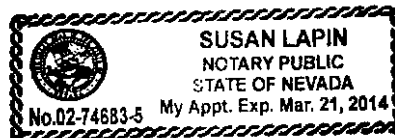
  
 \_\_\_\_\_  
 PAULA S. STAPLETON

STATE OF NEVADA  
 COUNTY OF Douglas

On this <sup>and</sup> day of July, 20, before me a Notary Public in and for said County and State, personally appeared Paula S. Stapleton

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
 \_\_\_\_\_  
 Notary Public





**EXHIBIT "A"**

Lot 40, as shown on the Official Map of FISH SPRINGS ESTATES, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 30, 1973, in Book 873, Page 1006, as Document No. 68451.

APN: 1221-05-001-069

