

18

A.P.N. # 1022-10-001-026

RECORDING REQUESTED BY:
Brooke • Shaw • Zumpft

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1010 PG- 3282 RPTT: 0.00

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons, as per NRS 239B 303.



When recorded, mail to:
Jennifer Yturbide, Esq.
Brooke • Shaw • Zumpft
1590 Fourth Street, Suite 100
Minden, Nevada 89423

(space above for recorder's use only)

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

This deed of trust and the Exhibit A attached hereto and hereby incorporated herein by this reference (collectively, this "Deed of Trust") is made and entered into on October 15, 2010 by, SANDRA M. REDDING (aka Sandra Marshall), a woman whose address is 1281 Hematite Ct., Topaz Ranch Estates, Wellington, Nevada 89444 ("Trustor"), for the benefit of JAMES R. MARSHALL, an individual whose address is 2043 Comstock Dr., Gardnerville, Nevada ("Beneficiary"), with _____, an individual/title company, whose address is _____, hereby appointed as trustee ("Trustee").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, all of Trustor's interest in and to that property situated in the Topaz Ranch Estates, Douglas County, Nevada, located at 1281 Hematite Ct. in Wellington, Douglas County, Nevada, referenced by Assessor's Parcel Number 1022-10-001-026, and more specifically described in Exhibit A, together with any and all improvements thereon (the "Property").

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or appertaining, including water, mineral, timber and crop rights, and the reversion(s), remainder(s), rent(s), issue(s) and profit(s) thereof and therefrom; reserving, however, the right to collect and use same as long as there is no existing default hereunder (as defined in the Note), and, in the event of such a default, Trustor does hereby authorize Beneficiary to perpetually collect and recover same in the name of Trustor or her successor-in-interest through any lawful means.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by the Secured Promissory Note of even date herewith in the principal sum of FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00), with interest thereon and all extensions for renewal thereof payable to Beneficiary and his order, successors and assigns, if any ("Note"); (2) payment and discharge of all debt secured by a deed of trust of record with Douglas County, including the Deed of Trust recorded as Document No. 745008 in the Official Records of Douglas County, ("Senior Secured Debt"), and any substitutions therefor; (3) payment of any and all additional sums and advances made by Beneficiary or his successor in interest, if any, to or for the

Trustor's Initials: _____

benefit of the Property or the Trustor or her successor in interest, if any; and (4) performance of each of Trustor's commitments contained herein or incorporated herein by reference. Trustor expressly makes, adopts and covenants as to each provision herein.

1. This Deed of Trust is, at the time of execution, subject and subordinate only to Senior Secured Debt. Trustor hereby promises and covenants to never take any action in derogation of any note establishing Senior Secured Debt.

2. Trustor shall properly care for and keep the Property in good condition and repair; not remove or demolish any building thereon; complete in a good and workmanlike manner any building which may be constructed thereon; pay when due all property taxes, other assessments related to the Property, and claims for labor performed and materials furnished therefor; comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not commit or permit any waste thereof; and not commit, suffer or permit any act to be done in or upon the Property that violates any law, covenant, condition or restriction affecting the Property.

3. Trustor covenants to keep all buildings that may now or at any time hereafter be on the Property insured against loss by fire, flood or other casualty, including earthquake, with extended coverage endorsement, in a company or companies authorized to issue such insurance in Nevada. Said insurance shall be at least in the sum of all obligations under this Deed of Trust and any Senior Secured Debt. The policies of said insurance shall name lender under Senior Secured Debt and Beneficiary as primary loss payees and shall be delivered to Beneficiary as further security, and, in default thereof, Trustor shall be in default hereunder. Trustee or Beneficiary may thereafter procure such insurance and/or make such repairs, and expend for either of such purposes such sums as Beneficiary deems necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary to any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision hereof or of the Note, or, at the Beneficiary's option, all or a portion of the amount so collected 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, including the automatic and immediate increase in *per annum* interest due under the Note.

4. Trustor promises and covenants that if a suit or action is commenced or is pending that affects the Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, is made or asserted, Trustor will appear in and defend such matter purporting to affect the security and will pay all costs thereof, all damages arising therefrom, and all sums required to indemnify Beneficiary therefor. At Trustor's expense, Beneficiary and/or Trustee may also participate in such suit or action if either so chooses.

5. Any award of damages in connection with any condemnation for public use of, or injury to the Property, or any part thereof, is hereby assigned and shall be paid to Beneficiary to maximum extent available and as necessary to fully repay the debt secured hereby.

6. If Trustor defaults in any payment to Beneficiary secured hereunder, contracts to sell, sells, conveys, transfers, enters into a capital lease regarding, disposes of, or further encumbers the Property, or any part of the Property, or any interest therein, or otherwise is divested of any title interest therein, the entire amount then-due hereunder shall become automatically due and payable, including all proceeds from the closing proceeds of any such sale, or lease, or refinance (and any and every lender and/or escrow agent and officer associated therewith is hereby irrevocably instructed to pay Holder or his order, and successors in interest, all of such funds due hereunder directly from those proceeds). Beneficiary may, in his sole and absolute discretion, declare all sums secured hereby immediately due and payable by delivering to Trustee a written declaration of default and demand for sale. Trustee shall cause same to be promptly filed in the Official Records of Douglas County, Nevada and, after lapse without cure of the period provided for in Nevada Revised Statutes, Trustee Trustor's Initials: _____

shall give notice as required by law and shall sell the Property for cash to the highest bidder, payable immediately upon sale, at such time and in such place within the state of Nevada as the Trustee, in its sole discretion, deems best, by trustee's deed (but without any covenant or warranty). Any qualified person or entity, including Trustor, Trustee and Beneficiary, may purchase the Property at such sale.

While expressly not required of Trustee with regard to any third-party action or initiated sale concerning the Property, Trustor hereby requests that a copy of any "Notice of Default" and any "Notice of Sale" hereunder be mailed to Trustor at the address set forth above at the onset, and promises and covenants to pay any deficiency arising from such sale after application of the sales proceeds as provided for herein. Further, Trustor promises and covenants to pay and discharge all costs, fees and expenses otherwise incurred in connection with any default by Trustor hereunder.

After deducting all costs, fees and expenses of Trustee and this trust, including the cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in this order: all sums expended under the terms hereof, not then repaid, with accrued interest thereon at the amount provided for herein; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. The following covenants of NRS 107.030 are hereby adopted and made part hereof: No. 1, 3, 4 (interest 18%), 5, 6, 7 (actual per-hour counsel fees accrued), 8 and 9. The Beneficiary or Trustee may charge a fee of up to Fifty Dollars (\$50) for each change in parties. These covenants hereby incorporated herein by reference are meant to be read with this Deed of Trust's express terms and conditions. However, the express terms hereof shall govern should any of same directly conflict with a covenant incorporated herein by reference.

8. This Deed of Trust is governed by Nevada law, and binds and inures to the benefit of the parties hereto, and their heirs, legatees, devisees, administrators, executors, successors and assigns. The trust created hereby is expressly irrevocable by Trustor.

9. Upon: receipt of the below notification from Beneficiary that the Note has been repaid and performed; surrender of the Note and this Deed of Trust to Trustee for cancellation and retention; and payment of all of Trustee's fees, the Trustee shall reconvey, without warranty, the property then held hereunder. Such reconveyance may be to "the person(s) legally entitled thereto."

SIGNATURE OF TRUSTOR

Sandra Marshall

STATE OF NEVADA)
COUNTY OF Douglas) ss

On October 15, 2010, before me, a notary public, personally appeared Sandra Marshall, an individual, personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument.

[Signature]
Notary Public



Trustor's Initials: _____

TO TRUSTEE:

The undersigned is the legal owner and holder of the note(s), and of all other indebtedness secured by the foregoing Deed of Trust. Said note(s), together with the indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums due and owing to you under the terms of said Deed of Trust, to cancel said note(s) and other evidences of indebtedness secured thereby, and said Deed of Trust, and to reconvey, without warranty, to the person(s) legally entitled thereto all of the estate now held by you under same.

Dated: 10/15/2010

James R. Marshall
James R. Marshall

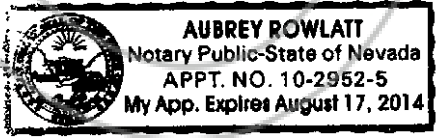
Please mail the respective, canceled note(s), other evidences of indebtedness, and Deed of Trust to:

DO NOT LOSE OR DESTROY THIS DEED OF TRUST: When paid, this Deed of Trust and the original promissory note secured by same must be surrendered to the Trustee for cancellation before reconveyance will be made.

State of Nevada
County of Clark

on October 15, 2010 before me, a notary public, personally appeared James Marshall an individual personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument

Aubrey Rowlett
Notary Public



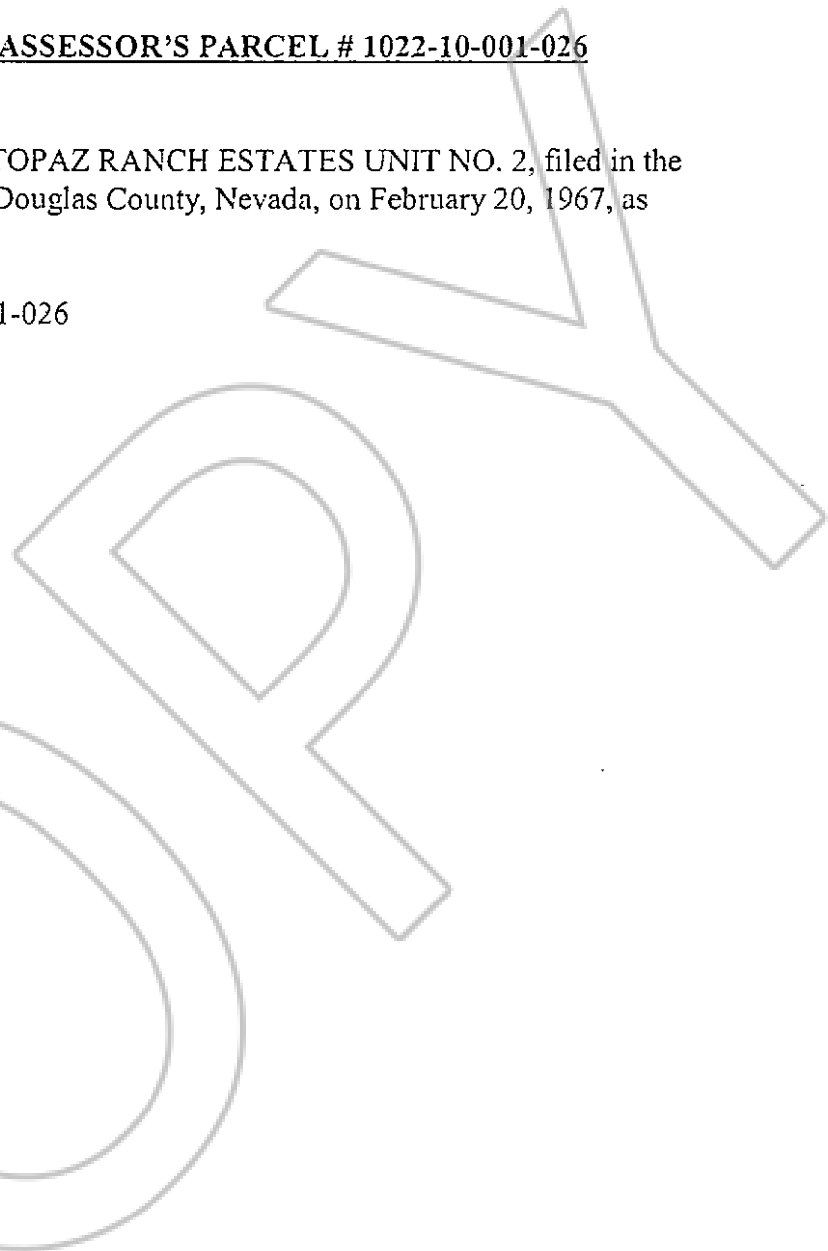
Trustor's Initials: _____

Exhibit A

LEGAL DESCRIPTION OF ASSESSOR'S PARCEL # 1022-10-001-026

Lot 142, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on February 20, 1967, as Document No. 35464.

Assessor's Parcel No. 1022-10-001-026



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 10/15/10

TED THRAN Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

Trustor's Initials: _____