

APN 1320-29-402-006

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DOC # **825260**
06/12/2013 12:40PM Deputy: SD
OFFICIAL RECORD
Requested By:
First American Title State
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-613 PG-2974 RPTT: 0.00



FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Second Deed of Trust and
Assignment of Rents

WHEN RECORDED MAIL TO:

Mr and Mrs Howard
879 Arrowhead Dr.
Gardnerville, NV 89423



APN: 1320-29-402-006
* Second *

Deed of Trust and Assignment of Rents

141-2447065-UMP

This ^{second} Deed of Trust; made this 7 day of July 2013, between Neda N Meriam Enterprises, a Nevada limited liability company, herein called TRUSTOR, whose address is 1603 Highway 395, Minden NV 89423, First American Title Insurance Company, herein called TRUSTEE, AND Jerry Lyn Howard and Annette M. Howard, husband and wife, herein called BENEFICIARY, WITNESSETH: That Trustor IRREVOCABLE GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

A PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 10°56' WEST 77.59 FEET FROM THE TOWN MONUMENT NO. 1 OF THE TOWN OF MINDEN AND LOCATED ON THE EAST BOUNDARY OF FOURTH STREET AT RAILROAD AVENUE; THENCE FROM A TANGENT WHICH BEARS NORTH 56°11'50" WEST CURVING TO THE LEFT ALONG THE SOUTH BOUNDARY OF THE PROPERTY AND THE NORTH RIGHT OF WAY LINE OF RAILROAD AVENUE, WITH A RADIUS OF 562.28 FEET THROUGH AN ANGLE OF 7°13'10" A DISTANCE OF 70.84 FEET TO A POINT; THENCE NORTH 63°25' WEST ALONG SAID SOUTHERLY PROPERTY LINE A DISTANCE OF 65.0 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 26°35' EAST 56.0 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND 19 FEET FROM THE CENTERLINE OF THE SOUTH LEG OF THE "Y" TRACK OF THE VIRGINIA & TRUCKEE RAILROAD; THENCE SOUTH 63°25' EAST ALONG THE NORTH PROPERTY LINE 65.0 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE CURVING TO THE RIGHT ALONG THE SAID NORTHERLY PROPERTY LINE WITH A RADIUS OF 618.28 FEET THRU AN ANGLE OF 7°13'07" A DISTANCE OF 77.90 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 33°48'10" WEST 56.0 FEET TO THE POINT OF BEGINNING.

NOTE: LEGAL DESCRIPTION PREVIOUSLY CONTAINED IN DOCUMENT NO. 684401, IN BOOK 0906, AT PAGE 4105 RECORDED ON SEPTEMBER 13, 2006.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER SUBSTANCES BELOW A DEPTH OF FIVE HUNDRED (500) FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS DESCRIBED IN A DOCUMENT RECORDED NOVEMBER 03, 1980 IN BOOK 1180, PAGE 27 AS INSTRUMENT NO. 50268 IN THE OFFICIAL RECORDS OF DOUGLAS COUNT, STATE OF NEVADA.

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, and profits.

For the purposes of securing (1) payment of the sum of **Seven Thousand Three Hundred Eighty Four Dollars and 21/100ths** dollars (\$7,384.21) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal 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 evidenced 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Dated: **June 07, 2013**

Neda N Meriam Enterprises, a Nevada limited liability company

By: Shahwali Wahabzada, Managing Member



Siossi Wakeely

By: Siossi Wakeely, Managing Member

STATE OF **NEVADA**)
)
COUNTY OF Douglas) :ss.

This instrument was acknowledged before me on 6-7-13 by

Siossi Wakeely and
Shahawali Wakabzada

Monica Horgan

Notary Public

(My commission expires: 11-9-16)



When recorded mail to:
MEANA MRS Howard
897 Arrowhead Dr.
Bardonia, NY 89423