

121269

FILE FOR RECORDING
AT THE REQUEST OF

A.P.N.: 8-360-18, 8-360-19
File No: 152-2075510 (M3)

First American Title

2003 NOV 20 PM 4 10

When Recorded, Mail To:
Leo K. Stewart
P. O. Box 535
Alamo, NV. 89001

LESLIE BOURNEN
FEE 16.00
REPTD

A.P.N.: 8-360-18 and 8-360-19

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made September 18, 2003, between **William S. Herring and Monaseeta E. Herring, husband and wife, TRUSTOR**, whose address is **5231 Smoke Ranch Road, Las Vegas, NV 89108**, **First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Leo K. Stewart and Delores Stewart, husband and wife as joint tenants with right of survivorship, BENEFICIARY**, whose address is **P.O. Box 535, Alamo, NV**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Lincoln**, State of **Nevada**, described as:

Parcels B-1a and B-1b as shown on Parcel Map for Leo K. Stewart and Delores Stewart filed in the Office of the County Recorder on November 5, 2001, in Book B page 407, of Plats, as File No. 117243, located in a portion of Sections 16 and 17, Township 7 South, Range 61 East, M.D.B. and M., Lincoln County, 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 **FIFTY-FIVE THOUSAND AND/NO 100ths** dollars (**\$55,000.00**) 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: 09/18/2003



 William S. Herring



 Monaseeta E. Herring

STATE OF **NEVADA**)
)SS.
COUNTY OF Clark)

This instrument was acknowledged before me on
October 15th 2003
William S. Herring and Monaseeta E. Herring
Cona in Las Vegas Clark County, Nevada
Dennis Ronald Hanson
Notary Public
(My commission expires: March 1st 2004)

