A.P.N.:

011-180-13

File No:

152-2130953 (MJ)

When Recorded, Mail To: First American Title Company 768 Aultman Street Ely, NV 89301 FILED FOR RESORDING
AT THE REQUEST OF

FIRST American Title
2001 APR 13 PM 1 50

LINCOLN SCHOOL ARTHURS
FEE 160

A.P.N.: 011-180-13

## DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made March 28, 2004, between **Burt Rudder and Wendy Rudder**, husband and wife as joint tenants with right of survivorship, TRUSTOR, whose address is **P.O. Box 534**, Alamo, NV 89001, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Mary Peterson, also known as Mary E. Peterson, an unmarried woman, BENEFICIARY, whose address is 282 North 100 East, St. George, UT 84770.

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

Parcel C of Parcel Map for Leland and Connie Nelson recorded December 8, 1980 in Plat Book A, page 170A as file No. 70378 in the Office of the County Recorder of Lincoln County, Nevada, located in a portion of the NE1/4 SE1/4 of Section 30, Township 6 South, Range 61 East, M.D.B.&M.

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 **Twenty nine thousand five hundred and 00/100ths** dollars (**\$29,500.00**) 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.

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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:

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: March 28/2004

Burt Rudder

Wendy Rudde

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Deed of Trust - continued

File No.: 152-2130953 (MJ)

Date: March 29, 2004

STATE OF	Nevada	
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COUNTY OF Lincoln

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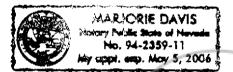
This instrument was acknowledged before me on

March 30 2004 by Burt Rudder and Wendy Rudder

Marjane Da.

Notary Public

(My commission expires: 772.45, 200 6



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