


122488

FILED FOR RECORDING
AT THE REQUEST OF

First American Title

2004 JUN 11 PM 4 24

LINCOLN COUNTY RECORDED
FEE 16⁰⁰
LESLIE BOUCHER

DEP 

A.P.N.: 012-210-17
File No: 152-2131210 (MJ)

When Recorded, Mail To:
William Mark Newman
13331 S. Redwood Rd.
Riverton, UT 84065

A.P.N.: 012-210-17

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made May 24, 2004, between **Lynda S. Michaelson, an unmarried woman, TRUSTOR**, whose address is **11810 South 2100 West, Riverton, UT 84065**, **First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **William Mark Newman and Brenda L. Newman, husband and wife as joint tenants with right of survivorship, BENEFICIARY**, whose address is **13331 S. 1700 W., Riverton, UT 84065**.

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

That portion of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 16, Township 2 South, Range 68 East, M. D. B. and M., Lincoln County, Nevada described as follows:

Starting at the NE corner of the NW1/4 of the SW1/4 of said Section 16, thence Westerly along the North boundary of said 40, 600 feet; thence turning 90° to a Southerly direction parallel with the East boundary of said 40, 433 feet; thence turning 90° Easterly parallel with the North boundary of said 40, 400 feet; thence turning 90° Northerly parallel with the East boundary of said 40, 148 feet; thence turning 90° Easterly parallel with the North boundary of said 40, 200 feet; thence turning 90° Northerly along the East boundary of 40, 285 feet to the point of beginning.

The above description appeared in document recorded September 20, 1989 in Book 87 Page 224 as file 92343.

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 **ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS** dollars (\$165,000.00) 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: **May 24, 2004**

Lynda S. Michaelsen
Lynda S. Michaelsen

STATE OF UTAH)
COUNTY OF Salt Lake)

This instrument was acknowledged before me on
1st Day of June 2004 by
Lynda S. Michaelisen

Laura M. Kirgan

Notary Public
(My commission expires: 01-19-2007)

