

123449

FILED FOR RECORDING
AT THE REQUEST OF

First American Title
2004 NOV 29 PM 12 28

LINCOLN COUNTY RECORDER
FEE \$17.00 SEP
LESLIE BOUCHER NB

DEED OF TRUST

THIS DOCUMENT IS BEING RE-RECORDED
TO CORRECT
THE AMOUNT OF THE DEED OF TRUST
FROM \$85,000.00 TO \$15,000.00

A.P.N.: 001-191-47
File No: 152-2173203 (MJ)

When Recorded, Mail To:
First American Title Insurance Company
P. O. Drawer 487
Pinetop, AZ. 85935

FILED FOR RECORDING
AT THE REQUEST OF

First American Title

2004 NOV 19 AM 11 38

LINCOLN COUNTY RECORDED
FEE \$ 16.00 DEP
LESLIE BOUCHER AB

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made November 18, 2004, between **Shane R. Cheeney and Melissa Cheeney, husband and wife, TRUSTOR**, whose address is **P.O. Box 682, Ploche, NV 89043, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Pete A. Delmue and Mariene Delmue, Co-Trustees of the Pete A. Delmue Family Trust dated May 9, 1994, BENEFICIARY**, whose address is **P.O. Box 457, Ploche, NV 89043**.

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 I:

That portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 1 North, Range 67 East, M.D.B. & M. Lincoln County, Nevada, described as follows:

That portion of Parcel 1 of Parcel Map for John and Anita Lee recorded January 20, 1983 in Plat Book A, page 200 as file 77097 described as follows:

Beginning at the Northeast corner of said Parcel 1; thence South 0°22'30" West, 523.23 ft along the 1/4 section line; thence North 89°57'54" West, 251.92 ft; thence North 0°22'00" East, 30.00 ft; thence N 0°39'52" West, 78.63 ft; thence North 38°57'59" West, 124.00 ft; thence North 0°22'00" East, 285.48 ft along the line between Parcel 1 and 2; thence North 37°59'35" East, 177.67 ft; thence South 64°22'04" East, 248.18 ft more or less along the south line of Highway 93 to the point of beginning.

Excepting Therefrom that portion described as follows:

Beginning at the Southeast Corner of the Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) of said Section 15; Thence North 89°58' East a distance of 331.92 feet, Thence South 0°22' West a distance of 30 feet to the place of beginning.

The above metes and bounds description appeared previously in documents recorded March 24, 1995 in Book 112 page 562 as instrument 103231 and recorded April 25, 1988 in Book 79 page 435 as instrument 88655.

Parcel II:

That portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 1 North, Range 67 East, M.D.B. & M., Lincoln County, Nevada, described as follows:

BOOK 194 PAGE 78
BOOK 193 PAGE 440

That portion of Parcels 1 and 2 of Parcel Map for John and Anita Lee recorded January 20, 1983 in Plat Book A, page 200 as file 77097 described as follows:

Beginning at the Southeast corner of said Parcel 2; thence North 89°57'54" West, 100.00 ft; thence North 0°22'00" E, 30.00 ft; thence North 24°46'26" East, 176.58 ft; thence North 61°41'58" East, 30.18 ft; thence South 38°57'36" East, 124.00 ft; thence South 0°k39'52" East, 78.63 ft; thence South 0°22'00" W, 30.00 ft; thence North 89°57'54" West, 80.00 ft to the point of beginning.

The above metes and bounds description appeared previously in document recorded March 24, 1995 in Book 112 page 562 as instrument 103231.

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 ~~SEVENTEEN THOUSAND AND 00/100ths~~ ^{FIFTEEN THOUSAND} ~~(\$17,000.00)~~ ^{\$15,000.00} dollars 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.

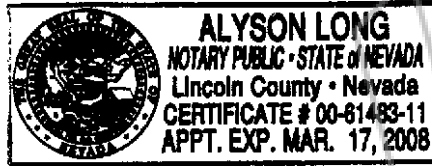
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Dated: **November 18, 2004**

Shane R. Cheeney
Shane R. Cheeney

Melissa Cheeney
Melissa Cheeney

STATE OF **NEVADA**)
)
COUNTY OF **LINCOLN**)
)



This instrument was acknowledged before me on
November 19, 2004 by

Shane R. Cheeney and Melissa Cheeney

Alyson Long
Notary Public
(My commission expires: March 17, 2008)

COPIES