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FILED FOR RECORDING
AT THE REQUEST OF

First American Title

2007 DEC 30 PM 4 37

LIQUIDATED DAMAGES \$2
FEE 16.00
LESSIE DONNER

A.P.N.: 003-181-18
File No: 152-2171860 (MJ)

When Recorded Return To:
John F. Garrison
P. O. Box 773531
Steamboat Springs, CO. 80477

A.P.N.: 003-181-18

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made December 26, 2004, between **Kris R. McGee, an unmarried man, TRUSTOR**, whose address is **P.O. Box 776233, Steamboat Springs, CO 80477, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **John F. Garrison, an unmarried man, BENEFICIARY**, whose address is **P.O. Box 773531, Steamboat Springs, CO 80477**.

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

The Easterly Twenty (20) feet of Lot Twenty (20) in Block Nine (9) in the City of Caliente, County of Lincoln, State of Nevada.

THIS DEED OF TRUST SHALL BE ALL DUE AND PAYABLE ON OR BEFORE JULY 1, 2005.

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 **THIRTY-FIVE THOUSAND and 00/100ths** dollars (**\$35,000.00**) 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: **December 26, 2004**

K R M G
Kris R. McGee

STATE OF **SOUTH CAROLINA**)
COUNTY OF Harvey) :SS.

This instrument was acknowledged before me on
12-27-2004 by

Kris R. McGee
Valerie H. Jones
Notary Public

(My commission expires: _____)
VALERIE H. JONES
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES
JANUARY 2, 2014

NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES
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