A.P.N.:

001-250-01,001-260-01,001-270-01 001-280-01,001-290-02,001-290-03

File No:

152-2212214 (MJ)

When Recorded Return To: First American Title Insurance Co. 1684 E. White Mountain Blvd., #5 Pinetop, AZ 85935 FILED FOR RECORDING AT THE REQUESTLOF

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## **DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made December 06, 2005, between J & S Properties, LLC, a Nevada Limited Liability Company, TRUSTOR, whose address is 34 Emerald Dunes Circle, Henderson, NV 89052, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Paul S. Brown and Velma E. Brown, husband and wife as joint tenants with right of survivorship,, BENEFICIARY, whose address is 10324 Antler Creek Drive, Peyton, CO 80831.

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 One:

The East Half (E 1/2) Of Section 11, Township 1 North, Range 67 East, M.D.B.&M.

Excepting Therefrom the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 11.

Further Excepting Therefrom any portion lying within all State or County roads and highways.

## Parcel Two:

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Of Section 14, Township 1 North, Range 67 East, M.D.B.&M.

Further Excepting Therefrom any portion lying within all State Or County roads and highways.

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 **FOUR HUNDRED THOUSAND AND 00/100ths** dollars (\$400,000.00) 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>	Doc. No.	П	County	Book	Page	Doc. No.
Churchill	39 Mortgages	363	115384	- 11	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	- 11	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	J/	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	11.	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	- 11	Washoe	300 Off. Rec.	517	107192
				11	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 06, 2005

J & S Properties, LLC, a Nevada Limited

Liability Company

By: Jim Vincent, Managing Member

STATE O	F <b>NEVADA</b>		<b>)</b>			·
COUNTY			;ss. )			
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Jim Vince	ent					
(My comr	Notary mission expires:	Public 09	)		No: 01-69518-1 My Appointme	NOTARY PUBLIC STATE OF NEVADA County of Clark GRATCHIA OVAKIMIAN ant Expires June 28, 2009
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