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FILED FOR RECORDING
AT THE REQUEST OF

A.P.N.: 013-160-62
File No: 152-2240938 (MJ)

First American Title

2005 DEC 27 PM 2 00

When Recorded Return To:
First American Title Insurance Co.
1684 E. White Mountain Blvd. #5
Pinetop, AZ 85935

LINCOLN COUNTY RECORDER
FEE 16.00 DEP
LESLIE BOUCHER

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made December 10, 2005, between **Janice M McNeal, an unmarried woman, TRUSTOR**, whose address is **9984 E. Carolina Circle, Denver, CO 80247, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Gary A Carrigan, Trustee of the 5 C Trust dated 4-20-95, BENEFICIARY**, whose address is **P. O. Box 381, Pioche, 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 3 OF THE PARCEL MAP FOR 5-C TRUST, RECORDED JANUARY 5, 2000 IN BOOK, B OF PLATS, PAGE 270 AS FILE NO. 113811, FILED IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

EXCEPTING THEREFROM A STRIP OF LAND 60.00 FEET WIDE FOR THE PURPOSE OF A PUBLIC ROAD WAY, BEING SITUATED WITHIN PARCEL 3 OF PARCEL MAP, BOOK PLAT B, PAGE 270, SEC. 11, T.3 S., R 67E., M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SE CORNER OF SAID PARCEL OF LAND;
THENCE S. 89°34'38" W. A DISTANCE OF 774.42 FEET TO THE SW CORNER OF SAID STRIP OF LAND AND THE SW CORNER OF SAID PARCEL 3;
THENCE N. 28°26'51" E. A DISTANCE OF 68.52 FEET TO THE NW CORNER OF SAID STRIP OF LAND;
THENCE N. 89°34'38" E. A DISTANCE OF 739.78 FEET TO THE NE CORNER OF SAID STRIP OF LAND;
THENCE S. 01°54'37" E. A DISTANCE OF 60.02 FEET TO THE SAID SE CORNER OF PARCEL 3 AND POINT OF BEGINNING;**

THE ABOVE METES AND BOUNDS APPEARED PREVIOUSLY IN THE DOCUMENT RECORDED JUNE 13, 2002 IN BOOK 164, PAGE 384 AS INSTRUMENT NO. 118330.

Due On Sale

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner whatsoever, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first handed and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable in full.

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 SEVEN THOUSAND FOUR HUNDRED and 00/100ths** dollars (**\$37,400.00**) 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: **November 30, 2005**

Janice M Mc Neal
Janice M McNeal

STATE OF **COLORADO**)
COUNTY OF Ordway) :ss.

This instrument was acknowledged before me on 12/14/05 by

Janice M. McNeal

Ausan C. Grand
Notary Public
(My commission expires: 12/22/05)

