

125820

FILED FOR RECORDING
AT THE REQUEST OF

A.P.N.: 001-052-06 and 001-057-22
File No: 152-2249677 (MJ)

First American Title
2009 JAN 23 PM 1 57

When Recorded Return To:
Gary A. Carrigan, Trustee
PO Box 381
Pioche, NV 89043

LINCOLN COUNTY REC. BOOK
FEE 16.00
LESLIE SAUGHER

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made , between **James M Slough and Wyoma L Dills, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **P.O. Box 338, Pioche, NV 89043, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Gary A. Carrigan, Trustee, of the 5-C Living Trust, dated April 20, 1995, BENEFICIARY**, whose address is **PO 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 I:

LOTS NUMBERED TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK NUMBERED FORTY-FIVE (45) IN THE TOWN OF PIOCHE, AS SHOWN UPON MAP THEREOF RECORDED IN THE RECORDER'S OFFICE, LINCOLN COUNTY, NEVADA.

PARCEL II:

ALL OF LOTS NUMBERED SIXTY-EIGHT (68) AND SIXTY-NINE (69) IN BLOCK NUMBERED THIRTY-SEVEN (37), IN THE TOWN OF PIOCHE, AS SHOWN UPON MAP THEREOF RECORDED IN THE RECORDER'S OFFICE, LINCOLN COUNTY, NEVADA; EXCEPTING A PORTION OF SAID LOT SIXTY-NINE (69) IN BLOCK THIRTY-SEVEN (37) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT SIXTY-NINE (69) AND RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT SIXTY-NINE (69), BEING ON THE SOUTHERLY LINE OF HIGHLAND ROAD A DISTANCE OF 21 FEET; THENCE RUNNING AT RIGHT ANGLES SOUTHWESTERLY TO THE SOUTH LINE OF SAID LOT SIXTY-NINE (69), BEING ON THE NORTHEASTERLY LINE OF LIME STREET; THENCE RUNNING NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT SIXTY-NINE (69) A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER OF LOT SIXTY-NINE (69); THENCE RUNNING NORTHEASTERLY ALONG THE LINE BETWEEN LOTS SIXTY-NINE (69) AND SEVENTY (70) TO THE NORTHWEST CORNER OF SAID LOT SIXTY-NINE (69), THE PLACE OF BEGINNING.

NOTE: THE ABOVE DESCRIPTION APPEARED IN DOCUMENT RECORDED DECEMBER 10, 2001 IN BOOK 160, PAGE 280, AS FILE NO. 117420

PARCEL III:

A PARCEL OF LAND SITUATED WITHIN SAID BLOCK 37, OF THE TOWN OF PIOCHE, SECTION 22, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.M., LINCOLN COUNTY, STATE OF NEVADA, BEING THE ADJUSTED AREA AS SHOWN ON THE RECORD OF SURVEY-BOUNDARY LINE ADJUSTMENT RECORDED NOVEMBER 15, 2004 IN BOOK PLAT C, PAGE 88 AS FILE NO. 123392 OF THE OFFICIAL RECORDS OF THE LINCOLN COUNTY RECORDERS OFFICE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 69 OF SAID BLOCK 37 BEING THE POINT OF BEGINNING; THENCE SOUTH 39°56'19" EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 69 BEING COMMON WITH THE EASTERLY RIGHT-OF-WAY OF LIME AVENUE A DISTANCE OF 20.00 FEET; THENCE NORTH 37°56'37" EAST LEAVING SAID WESTERLY BOUNDARY AND RIGHT-OF-WAY A DISTANCE OF 101.96 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF HIGHLAND ROAD; THENCE SOUTH 49°15'16" WEST LEAVING SAID RIGHT OF WAY A DISTANCE OF 99.70 FEET TO THE NORTHWEST CORNER OF LOT 69 AND POINT OF BEGINNING.

PARCEL IV:

EASEMENT FOR THE PURPOSE OF INGRESS & EGRESS BEING 5.00 FEET IN WIDTH RUNNING PARALLEL TO THE LAST COURSE IN THE ABOVE PARCEL III LEGAL DESCRIPTION FROM HIGHLAND ROAD TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY OF SAID LOT 69 AS SHOWN ON THE RECORD OF SURVEY-BOUNDARY LINE ADJUSTMENT RECORDED IN SAID BOOK PLAT C, PAGE 88 OF THE OFFICIAL RECORDS OF THE LINCOLN COUNTY RECORDERS OFFICE.

NOTE: PARCELS III AND IV LEGAL WAS PREPARED BY SPENCER W. HAFEN, P.O. BOX 540, 99 W HOLLYWOOD, PIOCHE, NEVADA 89043.

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 **Fifty thousand and 00/100ths** dollars (**\$50,000.00**) 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.

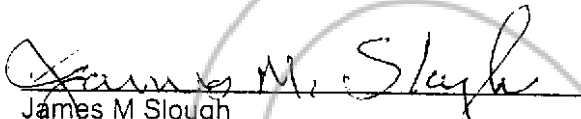
To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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.

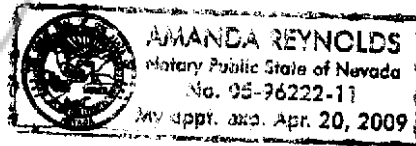
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Dated: **January 6, 2006**


James M Slough

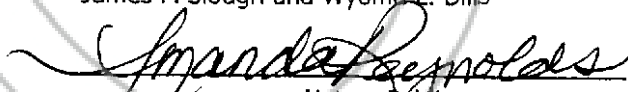

Wyoma L. Dills

STATE OF **NEVADA**)
)
) :ss.
COUNTY OF **LINCOLN**)



This instrument was acknowledged before me on
1-13-06 by

James M Slough and Wyoma L. Dills


Notary Public
(My commission expires: April 2009)