FILED FUR NEODRUMS AT THE REQUEST OF

A.P.N.:

003-151-05

File No:

152-2225226 (MJ)

When Recorded Return To: Wesley A. Holt P. O. Box 796 Caliente, NV, 89008 First American
Title
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11. \$17.00

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DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made January 24, 2006, between Lane Truman and Kristen Truman, husband and wife, and Samuel Moore and Kendra Moore, husband and wife, and Paul Steed, a single man,, TRUSTOR, whose address is PO Box 27, Caliente, NV 89008, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Wesley A. Holt and Charlene R. Holt, husband and wife, BENEFICIARY, whose address is PO Box 796, Caliente, NV 89008.

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 SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125732, OF PARCEL MAPS, IN BOOK C PAGE 161 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA.

PARCEL II:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCELS 2 AND 3, AS SHOWN BY MAP THEREOF ON FILE IN FILE 125732, OF PARCEL MAPS, IN BOOK C PAGE 161 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA

PARCEL IIA:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO OVER AND ACROSS THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE 125732 OF PARCEL MAPS, IN BOOK C PAGE 161.

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 **One hundred twenty one thousand seven hundred twenty five and 00/100ths** dollars (\$121,725.00) 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:

County	<u>Book</u>	Page	Doc. No.		County	Book	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747	T.	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	. 11	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Th.	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	П	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	\prod	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 24, 2006**

Lane Truman

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Kristen Trum	ıan ≬			. ()
Samuel Moo	- 1			
Kendra Moor			_	
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Paul Steed				
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COUNTY OF	LINCOLN	:ss.))
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,	and Kristen Truman			
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(My commission	on expires: <u>Feb. 3</u>	<u>; 2008</u>)	LY Not	NDI ANNE POPPE
STATE OF	NEVADA) :ss.		No. 04-86691-11 ppt. exp. Feb. 3, 2008
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Samuel Moore	and Kendra Moore	7027	COL	Public-State Of Nevada WITY OF LINCOLN ELINA SAMSON
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STATE OF	NEVADA LINCOLN) :ss.)			
Paul Steed	Notary Public on expires:	/	AND SCALAY PUBLIC BY SECTION TO	i-State Of Nevada OF LINCOLN NA SAMSON htment Expires ≥0, 2007	