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FILED FOR RECORDING  
AT THE REQUEST OF

First American Title  
2006 MAR 29 PM 2 08

LINCOLN COUNTY RECORDER  
FEE 1500  
LESLIE BOUCHER

A.P.N.: 012-230-28  
File No: 152-2258491 (MJ)

When Recorded Return To:  
Gary A. Carrigan, Trustee of the 5-C Living Trust  
P.O. Box 381  
Pioche, NV

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made February 22, 2006, between **Francisco R. Barragan and Gail K. Barragan, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **3112 N Decatur Blvd., Las Vegas, NV 89130, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Gary A. Carrigan, Trustee of the 5C Living Trust, dated April 20, 1995, BENEFICIARY**, whose address is **P.O. Box 381, Pioche, NV.**

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 11 OF THAT CERTAIN PARCEL MAP FOR GARY A. CARRIGAN RECORDED MAY 12, 1998 IN BOOK B, PAGE 114 AS FILE NO. 110957 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.**

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 **Twenty one thousand two hundred fifty and 00/100ths** dollars (**\$21,250.00**) 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: **February 22, 2006**

*Francisco R. Barragan*  
Francisco R. Barragan

*Gail K. Barragan*  
Gail K. Barragan

STATE OF **NEVADA** )  
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COUNTY OF **CLARK** )

This instrument was acknowledged before me on March 14, 2006 by

Francisco R. Barragan and Gail K. Barragan

*Patricia L. Adamsen*  
Notary Public

(My commission expires: Jan 5, 2008)

