

126351

FILED FOR RECORDING  
AT THE REQUEST OF

First American Title  
2006 APR 17 AM 11 59

LINCOLN COUNTY RECORDER  
FEE \$6.00  
LESLIE BOUCHER

A.P.N.: 008-031-30  
File No: 152-2262645 (MJ)

When Recorded Return To:  
D. Roger Stewart, Rosemarie E. Stewart and Jeffrey A.  
Stewart, Co-Trustees  
4871 Meadow Springs Drive  
Reno, NV 89509

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made March 23, 2006, between **Southern Nevada Land and Cattle, LLC, a Nevada Limited Liability Company, TRUSTOR**, whose address is **P.O. Box 518, Alamo, NV 89001, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **D. Roger Stewart, Rosemarie E. Stewart and Jeffrey A. Stewart, Co-Trustees of the D. Roger Stewart Family Trust, dated October 29, 1990, BENEFIICIARY**, whose address is **4871 Meadow Springs Drive, Reno, NV 89509**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Lincoln**, State of **Nevada**, described as:

**The North Half (N1/2) of the Southeast Quarter (SE 1/4) of Section 8, Township 7 South, Range 61 East, M.D.B.&M., Lincoln County, Nevada, except that part described as follows:**

**Beginning in the center of said Section 8, thence South 476 feet; thence South 45° East 26 feet; thence East 975 feet to drain or channel; thence North 21° West along drain to forty line 533 feet; thence West 798 feet to place of beginning.**

**Note: Said legal appeared in Document recorded March 24, 1930 in Book D1, Page 102 as file 6380.**

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, irrespectively 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 **Six hundred eighty one thousand twenty one and 00/100ths dollars (\$681,021.00)** 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:

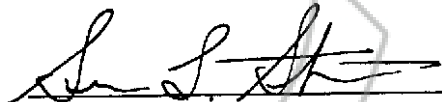
<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	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: **March 23, 2006**

Southern Nevada Land and Cattle, LLC a  
Nevada Limited Liability Company

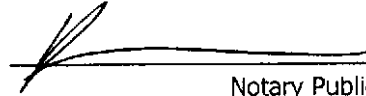


By: Sean L. Stewart, Managing Member

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

This instrument was acknowledged before me on  
4/12/06 by

Sean L. Stewart

  
\_\_\_\_\_  
Notary Public

(My commission expires: 12-3-2007)

