

FILED FOR RECORDING  
AT THE REQUEST OF

*First American Title*

2006 MAY 8 PM 3 41

LINCOLN COUNTY RECORDER  
FEE \$16.00 DEP  
LESLIE BOUCHER AB

A.P.N.: 012-230-34  
File No: 152-2268921 (MJ)

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

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made April 24, 2006, between **Edward A. Freund and Dana L. Freund, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **P.O. Box 566, Caliente, NV 89008, 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 **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 NO. 16 AS SHOWN ON PARCEL MAP FOR GARY A. CARRIGAN, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON JULY 22, 1998 IN BOOK B, PAGE 140, AS FILE NO. 111327, LOCATED IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 67 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA.**

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 **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

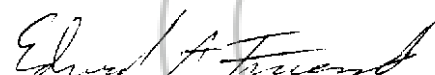
agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the 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: **April 24, 2006**

  
 \_\_\_\_\_  
 Edward A. Freund

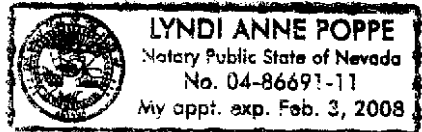
  
 \_\_\_\_\_  
 Dana L. Freund

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

This instrument was acknowledged before me on  
May 2, 2006 by

Edward A. Freund and Dana L. Freund

Lyndi A. Poppe  
Notary Public  
(My commission expires: February 3, 2008)



COPY