

126502

FILED FOR RECORDING
AT THE REQUEST OF

A.P.N.: 013-160-32
File No: 152-2240905 (MJ)

First American Title
2006 MAY 11 PM 2 14
LINCOLN COUNTY RECORDER
FEE \$17.00
LESLIE BOUCHER

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 December 19, 2005, between **Grand Wilshire, LLC, a Nevada Limited Liability Company, TRUSTOR**, whose address is **P. O. Box 2259, Minden, NV 89423-2259, 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 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. 12 AS SHOWN ON MAP OF A DIVISION INTO LARGE PARCELS FOR GARY A. CARRIGAN, RECORDED AUGUST 7, 1996 IN PLAT BOOK B, PAGE 54 AS FILE NO. 109503 AND CERTIFICATE OF AMENDMENT THERETO RECORDED FEBRUARY 22, 2000 IN PLAT BOOK B, PAGE 287 AS FILE NO. 114163 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA, LOCATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 67 EAST, M.D.B.&M.

EXCEPTING THEREFROM A STRIP OF LAND 30.00 FEET WIDE FOR THE PURPOSE OF A PUBLIC ROAD WAY, BEING SITUATED WITHIN PARCEL 12 OF DIVISION OF LARGE PARCELS BOOK PLAT B, PAGE 54, SEC. 11, T. 3S., R. 67 E., M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SUNRISE DRIVE, WHENCE THE SW CORNER OF SAID PARCEL 12 BEARS S. 01°10'09" E. A DISTANCE OF 30.00 FEET
THENCE N. 89°34'55" E. A DISTANCE OF 30.00 FEET TO THE SE CORNER OF SAID STRIP OF LAND;
THENCE N. 01°10'09" W. A DISTANCE OF 578.14 FEET TO POINT OF CURVE;
THENCE ALONG A CURVE IN A NORTHERLY DIRECTION HAVING A CENTRAL ANGLE OF 59°38'48", A RADIUS OF 60.00 FEET, A LENGTH OF 62.46 FEET AND A TANGENT LENGTH OF 34.49 FEET TO THE NW CORNER OF SAID PARCEL 12;
THENCE S. 01°10'09" E. A DISTANCE OF 659.71 FEET TO THE SW CORNER OF SAID STRIP OF LAND AND POINT OF BEGINNING.**

THE ABOVE METES AND BOUNDS APPEARED PREVIOUSLY IN THAT DOCUMENT RECORDED JUNE 13, 2002 IN BOOK 164, PAGE 302 AS INSTRUMENT NO. 118304.

ALSO EXCEPTING THEREFROM

A STRIP OF LAND 30.00 FEET WIDE FOR THE PURPOSE OF A PUBLIC ROAD WAY, BEING SITUATED WITHIN PARCEL 12 OF DIVISION OF LARGE PARCELS BOOK PLAT B, PAGE 54, SEC. 11, T. 3 S., R. 67 E., M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SW CORNER OF SAID PARCEL 12;
THENCE N. 01°10'09" W, A DISTANCE OF 30.00 FEET TO THE NW CORNER OF SAID STRIP OF LAND;
THENCE N. 89°34'55" E, A DISTANCE OF 607.70 FEET TO POINT OF CURVE;
THENCE ALONG A CURVE IN A NORTHERLY DIRECTION HAVING A CENTRAL ANGLE OF 150°00'00", A RADIUS OF 60.00 FEET, A LENGTH OF 157.08 FEET AND A TANGENT LENGTH OF 223.92 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID PARCEL 12;
THENCE S. 89°34'55" W. A DISTANCE OF 659.27 FEET TO THE SW CORNER OF SAID STRIP OF LAND AND POINT OF BEGINNING;**

THE ABOVE METES AND BOUNDS APPEARED PREVIOUSLY IN THAT DOCUMENT RECORDED JUNE 13, 2002 IN BOOK 164, PAGE 305 AS INSTRUMENT NO. 118305.

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 **Fifty nine thousand five hundred and 00/100ths** dollars (**\$59,500.00**) 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: **December 19, 2005**

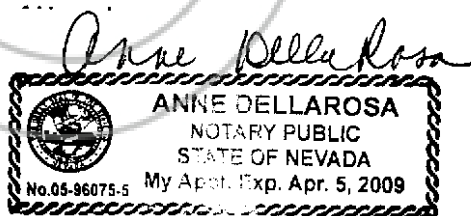
Grand Wilshire, LLC, a Nevada Limited Liability Company

By: Own Land USA

Terrall W. Chilcoat (acting as Manager/Member)

By: Terrall W. Chilcoat,
Manager/Member

State of Nevada
County of Carson
This instrument was acknowledged before me on
4-3-06 by **Terrall W. Chilcoat**



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

This instrument was acknowledged before me on _____ by

Terrall W. Chilcoat

Notary Public
(My commission expires: _____
)

(see previous page)

