

FILED FOR RECORDING  
AT THE REQUEST OF €

Ronda H. Hornbeck

2006 JUL 10 PM 12 15

LINCOLN COUNTY RECORDER  
FEE \$15.00 DEP  
LESLIE BOUCHER

### DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 10<sup>th</sup> day of July, 2006 between DAVID L. HORNBECK, JR. AND RONDA H. HORNBECK, Trustees for the DAVID L. HORNBECK, JR AND RONDA H. HORNBECK FAMILY TRUST dated December 15, 1993 herein called TRUSTOR, whose mailing address is HC 74 BOX 200, Pioche, Nevada 89043, and

DANIEL S. MOSLEY as TRUSTEE OF THE DANIEL S. MOSLEY REVOCABLE TRUST AGREEMENT, dated the 19<sup>th</sup> day of July, 1996, herein called TRUSTEE, whose mailing address is 280 CR 247, Durango, Colorado, 81301.

WITNESSETH: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada described as:

What is known as the Francis Eagle Valley Home, described as follows:

A parcel of land lying within a portion of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 35, Township 2 North, Range 69 East and within a portion of the Northwest Quarter (NW1/4) of the Northeast (NE1/4) (lot 2) of Section 2, Township 1 North, Range 69 East, M.D.B.M., described as follows:

That certain field beginning at the Southwest corner, whence the corner common to Section two (2) and Three (3), Township 1 North, and Sections 34 and 35, Township 2 North, Range 69 East. M.D.B.M, Bears North 89o 47' West 2998 feet; thence North 18o 43' East 787.5 feet to the Northwest corner; thence South 71o 58' East 326.1 feet to the Northeast corner; thence South 30o 47' West 816.5 feet; to the Southeast corner; thence North 68o 38' West 1555.5 feet to the Southwest corner, the place of beginning.

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefiting said realty, represented by shares of a company or otherwise and,

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce same by any lawful means in the name of any party hereto;

FOR THE PURPOSE OF SECURING; (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of One Hundred Ninety Five Thousand Dollars (\$195,000.00) executed by Trustor in favor or Trustee.

The parties agree that with respect to insurance on the said property, it will be the responsibility of the Trustor to secure such insurance and have the insurance company send notification to Trustee of any lapse in said insurance coverage.

David L. Hornbeck, TRTEE  
Ronda H. Hornbeck, TRTEE

Daniel S. Masley, TRTEE

State of Nevada ss:

County of Lincoln

On July 10, 2006 personally

Appeared before me, a Notary Public

David L. Hornbeck

Ronda H. Hornbeck

Daniel S. Masley

Who acknowledged that they executed the  
Above instrument.

Signature Trista Fogliani Boyce

Notary Public

