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FILED FOR RECORDING  
AT THE REQUEST OF

A.P.N.: 005-251-29  
File No: 152-2280525 (MJ)

First American Title

2006 JUL 11 PM 1 48

When Recorded Return To:  
Richard J. Moser and Allison Moser  
400 Davenport Lane  
Las Vegas, NV 89107

LINCOLN COUNTY RECORDER  
FEE 15.00 DEP ar  
LESLIE BOUCHER

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made July 5, 2006, between **Charles W. Hawkins and Terrance J. Hawkins, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **APN 005-251-29, Pioche, NV 89043, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Richard J. Moser and Allison Moser, husband and wife, who acquired title as Richard J. Moser, a single man, and Allison Newlon, a single woman, as husband and wife with rights of survivorship, BENEFICIARY**, whose address is **400 Davenport Lane, Las Vegas, NV 89107**.

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 1H OF MERGER AND RESUBDIVISION OF PARCEL 1 (REVISED) OF PLAT BOOK C PAGE 13 AND PARCEL 3A OF PLAT BOOK B PAGE 479 AND PARCEL 2A OF PLAT BOOK B, PAGE 374, FOR RICHARD MOSER & ALLISON NEWLON IN THE SE 1/4 SECTION 25, T.5 N., R.65 E., M.D.M., 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 and 00/100ths** dollars (**\$21,000.00**) 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: **July 05, 2006**

  
 \_\_\_\_\_  
 Charles W. Hawkins

  
 \_\_\_\_\_  
 Terrance J. Hawkins

STATE OF **NEVADA** )  
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 :ss.  
 COUNTY OF **WHITE PINE** )  
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This instrument was acknowledged before me on  
July 7, 2006 by

Charles W. Hawkins and Terrance J. Hawkins  
  
 \_\_\_\_\_  
 Notary Public

(My commission expires:  
1-22-2007 )

