FILE) FOR NECORDING AT THE REQUEST OF

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LINCOLN COUNTY RESORDED

FEE 116,00 DEP

LESLIE BOUCHERAB

A.P.N.: File No: portion of 004-071-05 152-2276731 (MJ)

When Recorded Return To: Verl LeMoine Davis P. O. Box 166 Alamo, NV. 89001

## **DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made August 9, 2006, between Lane Truman and Kristen Truman, husband and wife, and Sam Moore and Kendra Moore, husband and wife,, TRUSTOR, whose address is Post Office Box 27, Caliente, NV 89008, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Verl LeMoine Davis and Shirley Ann Davis, Trustees of The Verl LeMoine Davis and Shirley Ann Davis Living Trust dated October 19, 1998, BENEFICIARY, whose address is Post Office Box 166, Alamo, NV 89001.

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

That portion of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Five (5), Township Seven South (7S), Range Sixty-one East (61E), M.D.B. & M., described as follows:

Parcel Two (2) as shown by map thereof on file in Book C, Page 239 as Instrument No. 126949, of Official Records, recorded August 2, 2006, in the Office of the Lincoln County Recorder, of 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 four thousand and 00/100ths** dollars (\$24,000.00) 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:

County	<u>Book</u>	<u>Page</u>	Doc. No.	П	County	<u>Book</u>	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384	11	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	$\parallel$	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	11	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	11	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	11	Washoe	300 Off. Rec.	517	107192
				- 11	White Pine	295 R.E. Records	258	7

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: August 09, 2006

Lane Truman

Kristen Truman

Sam Moore

Kendra Moore

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