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FILED FOR RECORDING  
AT THE REQUEST OF €

*First American Title*

2006 SEP 27 PM 3 33

LINCOLN COUNTY RECORDER  
FEE 7.00 DEPA  
LESLIE BOUCHER

A.P.N.:  
File No:

004-161-02 and 004-161-03 and 004-161-04 and 004-161-05 and 004-161-10 and 004-161-11 and 004-161-12 and 004-161-13 and 004-161-14 and 004-161-15 and 004-161-16 and 004-161-17 and 004-163-02 and 004-163-03 and 004-163-04 and 004-163-05 and 004-163-06 and 004-163-07 and 004-163-08 and 004-163-09 and 004-163-10 and 004-163-11 and 004-163-12 and 004-163-13 and 004-164-01 and 004-164-02 and 004-164-03 and 004-164-04 and 004-164-05 and 004-164-06 and 004-164-07 and 004-164-08 and 004-164-09 and 004-164-10 and 004-164-11 and 004-164-12 and 004-164-13 and 004-164-14 and 004-164-15 and 004-164-16 and 004-164-17 and 004-164-18 and 004-164-19 and 004-164-20  
152-2276945 (MJ)

When Recorded Return To:  
Gerald H. Wilson and Mary S. Wilson  
882 Sandbar Street  
Mesquite, NV 89027

**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made September 20, 2006, between **Cottonwood Heights, LLC, a Nevada Limited Liability Company, TRUSTOR**, whose address is **2480 North Decatur Boulevard, Suite 150, Las Vegas, NV 89108, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Gerald H. Wilson and Mary L. Wilson, Trustees of the Gerald & Mary Wilson Living Trust Dated March 5, 2004, BENEFICIARY**, whose address is **882 Sandbar Street, Mesquite, NV 89027**.

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

**LOTS FIVE (5) THROUGH SIXTEEN (16) INCLUSIVE IN BLOCK TWO (2); LOTS ONE (1) THROUGH TWENTY (20) INCLUSIVE IN BLOCK THREE (3); AND LOTS ONE (1) THROUGH TWELVE (12) INCLUSIVE IN BLOCK FOUR (4) OF ALAMO WEST SUBDIVISION - PHASE II, AS SHOWN BY MAP THEREOF RECORDED OCTOBER 15, 1993 IN PLAT BOOK A, PAGE 392, AS FILE NO. 101044 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.**

This Deed of Trust and Note shall become all due and payable one (1) year from the date of recording hereof.

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 **Five hundred forty thousand and 00/100ths** dollars (**\$540,000.00**) 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: **September 20, 2006**

Cottonwood Heights, LLC. a Nevada Limited Liability Company

[Signature]  
By: Tyler B. Mason, Managing Member

[Signature]  
By: Anthony Perkins, Managing Member

STATE OF **NEVADA** )  
 )  
 ) :SS.  
COUNTY OF ~~LINCOLN~~ *Clark* )

This instrument was acknowledged before me on Sept 21, 2006 by D.R.D. ORCUTT

Tyler B. Mason

[Signature]

Notary Public  
(My commission expires JAN 18, 2010)

*9-21-06*



