H 0129055

03:28 PM

Record Official

Recording requested By FIRST AMERICAN TITLE

Lincoln County - NV - Recorder Leslie Boucher

Fee: \$15.00

Page 1 of 3 Recorded By: AE

Book- 232 Page-

0276

A.P.N.:

013-150-15

File No:

152-2322143 (MJ)

When Recorded Return To: First American Title Insurance Co. 1684 E. White Mountain Blvd. #5 Pinetop, AZ 85935

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made May 25, 2006, between William A. Murphy, an unmarried man and Mary A. Lepper, an unmarried woman as joint tenants with right of survivorship, TRUSTOR, whose address is 620 Orleans Street, Henderson, NV 89015, First American Title Insurance Company, a California Corporation, TRUSTEE, and Gary A. Carrigan, Trustee of the 5 C 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:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF LINCOLN, STATE OF **NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:**

PARCEL 2, OF PARCEL MAP FOR 5-C TRUST RECORDED JANUARY 05, 2000 IN BOOK PLAT B, PAGE 269, AS FILE NO. 113810 AND CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 22, 2000 IN BOOK B, PAGE 290, AS FILE NO. 114166, LYING WITHIN THE SE 1/4, SE 1/4 OF SECTION 10, TOWNSHIP 3 S, RANGE 67 E, MDB&M.

Due On Sale

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, irrespective 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 Twenty-nine thousand seven hundred fifty and 00/100ths dollars (\$29,750.00) 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.		County	<u>Book</u>	Page	Doc. No.
Churchill	39 Mortgages	363	115384	П	Lincoin			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	ZΠ	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	IL.	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	-11.7	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	MI	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	- Îb	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	H	Washoe	300 Off, Rec.	517	107192
		_		- 11	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: May 21, 2007

William A. Murphy

Mary A. Lepper

STATE OF	NEVADA)	
		:55.	
COUNTY OF	CLARK)	

This instrument was acknowledged before me on $41^{\text{HDAYOF}} \underbrace{June_{j,200}}{}$ by

William A. Murphy and Mary A. Lepper

Notary Public

(My commission expires: _0//3/20//

