DOC # 129532

07/19/2007

02:15 PM

Official Record

Recording requested By FIRST AMERICAN TITLE COMPANY Lincoln County - NV

- Recorder Leslie Boucher Page 1 of 3

Fee: \$16.00 Recorded By: AE

Book- 233 Page- 0638



A.P.N.:

001-260-09 and 001-260-24

File No: 152-2328116 (MJ)

When Recorded Return To: J & S Properties, LLC 34 Emerald Dunes Circle Henderson, NV 89052

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made July 9, 2007, between Jerry C. Neiums and Teresita Santos Nelums, husband and wife as joint tenants with right of survivorship, TRUSTOR, whose address is 9376 Arrowhead Bluff Avenue, Las Vegas, NV 89149, First American Title Insurance Company, a California Corporation, TRUSTEE, and J & S Properties, LLC, a Nevada Limited Liability Company, BENEFICIARY, whose address is 34 Emerald Dunes Circle, Henderson, NV 89052.

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 NO. 1:

PARCEL 1 AS SHOWN ON PARCEL MAP FOR J. AND S. PROPERTIES. L.L.C. RECORDED MAY 24, 2006 IN PLAT BOOK C, PAGE 213 AS FILE NO. 126570 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B.&M.

PARCEL NO. 2:

PARCEL 4 AS SHOWN ON PARCEL MAP FOR J. AND S. PROPERTIES, L.L.C. RECORDED MAY 24, 2006 IN PLAT BOOK C, PAGE 214 AS FILE NO. 126571 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11. TOWNSHIP 1 NORTH. RANGE 67 EAST. M.D.B.&M.

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 Seventy two thousand and 00/100ths dollars (\$72,000.00) 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.	11	County	Book	Page	Doc. No.
Churchill	39 Mortgages	363	115384	Ìl	Lincoln			45902
Clark	850 Off. Rec.		682747	Ш	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	- 11	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Н	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	-11/	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Æ	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	" II	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	. 11	Washoe	300 Off. Rec.	517	107192
				M.	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 06, 2007

Jerry C. Nelums

Teresita Santos Nelums

STATE OF	NEVADA)
		:ss.
COUNTY OF	CLARK)

This instrument was acknowledged before me on O7/10/2007 by

Jerrry C. Neiums and Teresita Santos Neiums

Shenah Libertts
Notary Public

(My commission expires:

