

Official RecordRecording requested By
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$15.00

Page 1 of 2

RPTT:

Recorded By: LB

Book- 237 Page- 0351

A.P.N.: 08-031-041
File No: 152-2336695 (MJ)When Recorded Return To:
First American Title
768 Aultman Street
Ely, NV 89301**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made November 15, 2007, between **David J. Highbe and Michele M. Harvey-Highbe, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **P.O. Box 116, Alamo, NV 89001, First American Title Insurance Company, TRUSTEE**, and **Henry E. Behm and Bernita A. Behm, husband and wife as joint tenants with rights of survivorship, BENEFICIARY**, whose address is **3026 North 37th Drive, Phoenix, AZ. 85018.**

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 NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) IN SECTION 8, TOWNSHIP 7, SOUTH, RANGE 61 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF THAT CERTAIN PARCEL MAP RECORDED AUGUST 6, 1984 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK A OF PLATS PAGE 234 AS FILE NO. 80558, LINCOLN COUNTY, NEVADA RECORDS.

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 **One hundred fifty thousand and 00/100ths dollars (\$150,000.00)** 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:



0130403

Book 237
Page 352

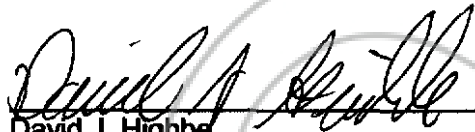
11/20/2007
Page: 2 of 2

County	Book	Page	Doc. No.		County	Book	Page	Doc. No.
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: **November 15, 2007**



 David J. Highbe



 Michele M. Harvey-Highbe

STATE OF **NEVADA**)
)
 :ss.
 COUNTY OF **Lincoln**)

This instrument was acknowledged before me on
November 15, 2007 by

David J. Highbe and Michele M. Harvey-Highbe



 Notary Public

(My commission expires:
March 17, 2008)

