

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANYLincoln County - NV
Leslie Boucher - Recorder

Fee: \$16.00

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RPTT:

Recorded By: AE

Book- 240 Page- 0618



0131394

MAIL TAX STATEMENTS TO:**MR. & MRS. MARK POULSEN
2313 N. MALLARD ST.
LAS VEGAS, NV 89109**

APN: 008-061-23

**SHORT FORM DEED OF TRUST AND
ASSIGNMENT OF RENTS**

This Deed of Trust, made this 24TH day of JANUARY, 2008, between MARK POULSEN AND THERESA POULSEN, HUSBAND AND WIFE, AS JOINT TENANTS, herein called TRUSTOR; whose address is 2313 N. MALLARD ST., LAS VEGAS, NV 89108 STERLING ESCROW, herein called TRUSTEE, and DAVID H. RATCLIFFE AND VIOLET E. RATCLIFFE, TRUSTEES OF THE DAVID H. RATCLIFFE AND VIOLET E. RATCLIFFE FAMILY TRUST DATED FEBRUARY 21, 1994, herein called BENEFICIARY. Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada, described as:

PARCEL 2 OF THE PARCEL MAP FOR GLEN C. POULSON SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 61 EAST, M.D.B. & M. RECORDED IN BOOK B OF PLATS, PAGE 460, INSTRUMENT NO. 119227 IN LINCOLN COUNTY, NEVADA.

"In the event payments are not received by the Beneficiary or Collection Agent, whichever is applicable within **TEN (10 DAYS)** of the due date, a late charge of **TEN PERCENT (10%)** of the monthly payment shall be assessed."

"It is expressly understood and agreed that this Note and Deed of Trust shall become due and payable forthwith at the option of the Beneficiary if the buyer shall sell, convey or transfer the secured premises or if the title thereto shall become vested in any other person(s) in any manner whatsoever."

Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of **\$ 55,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.



To Protect the Security of This Deed of Trust. Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the County Recorder of the County where said property is located, noted below opposite the name of such County. Viz:

<u>COUNTY</u>	<u>DOCUMENT NO.</u>	<u>BOOK</u>	<u>PAGE</u>
Clark	413987	514	
Churchill	104132	34 mrgs.	591
Douglas	24495	22	415
Elko	14831	43	343
Esmeralda	26291	3H deeds	138-141
Eureka	39602	3	283
Humboldt	116986	3	83
Lander	41172	3	758
Lincoln	41292	0 mtgs.	467
Washoe	407205	734	221
Lyon	88486	41 mtgs.	449
Mineral	76648	16 mtgs.	534-537
Nye	47157	67	163
Ormsby	72637	19	102
Pershing	57488	28	58
Storey	28573	R mtgs.	112
White Pines	128126	261	341-344

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length: that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$as required and with respect to attorneys' fees provided for by covenant 7 the percentage shall be as required%.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notices of Sale hereunder be mailed to him at his address hereinbefore set forth.

MARK POULSEN

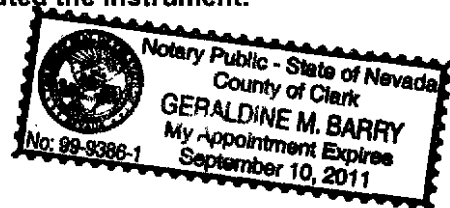
THERESA POULSEN

STATE OF NEVADA)
)
COUNTY OF CLARK)

On April 8, 2008(date) personally appeared before me, a Notary Public (or judge or other authorized person, as the case may be,) MARK POULSEN AND THERESA POULSEN personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that THEY executed the instrument.

Notary Signature

(Notary Seal)





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WHEN RECORDED MAIL TO:

**DAVID H. RATCLIFFE AND VIOLET E. RATCLIFFE, TRUSTEES
283 SHINAVA DRIVE
IVINS, UT 84738-6386**

ESCROW NO.: 24731 GB

COPY