

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$16.00

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RPTT:

Recorded By: AE

Book- 246 Page- 0135

A.P.N.: 318203
File No: 116-2367787 (TKG)

When Recorded Return To:
Jason Pitts
P.O. Box 313
Pioche, NV 89043



0132986

A.P.N.: 318203

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made December 1, 2008, between **Jason Pitts, TRUSTOR**, whose address is **85 Clover Street #2, Caliente, NV 89008, First American Title Insurance Company, TRUSTEE**, and **Joer Properties, LLC, BENEFICIARY**, whose address is **P.O. Box 1061, Caliente, NV 89008**.

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

A PARCEL OF LAND SITUATED IN THE SE1/4 NW1/4 AND SW1/4 NE1/4 OF SEC. 8, T. 4.S., R. 67 E., M.D.M., CITY OF CALIENTE, LINCOLN COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE COR. OF APN 003-182-03 WHENCE THE C1/4 COR. OF SAID SEC. 8 BEARS S. 19 DEGREES 30'47" E. A DISTANCE OF 247.91 FEET;

THENCE S. 57 DEGREES 54'21" W. A DISTANCE OF 128.08 FEET TO THE SOUTH COR. OF THE ADJUSTED BOUNDARY LINE;

THENCE N. 29 DEGREES 17'18" W. ALONG THE ADJUSTED BOUNDARY LINE A DISTANCE OF 102.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF CLOVER STREET AND THE NORTH COR. OF THE ADJUSTED BOUNDARY LINE;

THENCE N. 59 DEGREES 01'00" E. ALONG THE SAID RIGHT-OF-WAY A DISTANCE OF 129.70 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY OF DENTON STREET;

THENCE S. 28 DEGREES 18'00" E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 99.04 FEET TO THE POINT OF BEGINNING;

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 09, 2007, IN BOOK 234, PAGE 0333, AS INSTRUMENT NO 0129663.



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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 **Three Hundred Thousand and 00/100ths** dollars (**\$300,000.00**) 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: **November 26, 2008**



0132986

Book 246

12/18/2008

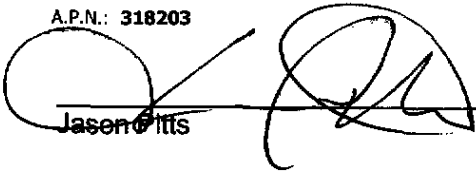
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Deed of Trust - continued

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 Jason Pitts

STATE OF **NV**)
)
 :SS.
 COUNTY OF **Clark**)



This instrument was acknowledged before me on
 by
 Jason Pitts



 Notary Public

(My commission expires:) *March 31, 2009*