

Official Record

Recording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$16.00

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RPTT:

Recorded By: AE

Book- 251 Page- 0293

A.P.N.: 003-085-02
File No: 116-2387371 (TKG)

When Recorded Return To:
Dawn Pearce
1535 Granite Hills Drive #43
El Cajon, CA 92019



0134361

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made September 30, 2009, between **William J Gilmour, TRUSTOR**, whose address is **224 Main Street, Caliente, NV 89008, First American Title Insurance Company Lenders Advantage, TRUSTEE**, and **Dawn Pearce, (marital status to be determined), BENEFICIARY**, whose address is **1535 Granite Hills Drive #43, El Cajon, CA 92019**.

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

LOT ELEVEN (11) IN BLOCK THREE (3) OF THE CITY OF CALIENTE AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

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 **Thirty eight thousand and 00/100ths** dollars (**\$38,000.00**) 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.

DEFAULT: Default is defined as any installment that is 60 calendar days past due.


"If payment of any portion of the installments as herein set forth is delinquent more than 10 days, the payee may, at his sole option, assess a late charge of 0.0000% of each installment so delinquent."

"Privilege is reserved of paying this Note in full or in part at any time prior to its maturity without penalty/bonus, and interest shall thereupon cease on principal so paid."

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 or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their 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."

Dated: **September 30, 2009**



 William J Gilmour



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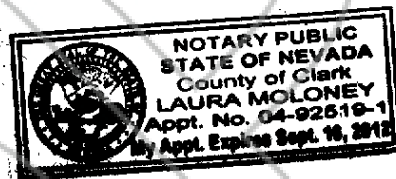
STATE OF **NEVADA**)
)
) :SS.
)
COUNTY OF **CLARK**)

This instrument was acknowledged before me on
10/5/09 by

William J. Gilmore

Notary Public

(My commission expires: 9/16/12)



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