

File No. 38487-Lin

APN# 08-061-27

Escrow No.: 09-09-0556-SDV

Return to:

Sierra Nevada Mortgage  
4224 W. Charleston Blvd.  
Las Vegas, NV 89102



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

TITLE OF DOCUMENT

(This cover page must be typed or printed)

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO PERSONAL INFORMATION  
CONTAINED IN THE DOCUMENT.

BY: \_\_\_\_\_

NAME PRINT: Valerie Bussey

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS PERSONAL INFORMATION  
CONTAINED IN THIS DOCUMENT AS REQUIRED BY  
LAW: \_\_\_\_\_

BY: \_\_\_\_\_

NAME PRINT:



APN # 08-061-27

Sierra Nevada Mortgage Lisc 317

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

**THIS DEED OF TRUST**, made this 8th day of, OCTOBER, 2009 by Todd L. Smith, a married man as his sole and separate property, herein called **GRANTOR** or **TRUSTOR**, whose mailing address is c/o 4224 W. CHARLESTON BLVD. Las Vegas, Nevada 89102, NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and Hafen I, LLC, a domestic limited liability company by Donald Hafen, manager and Joan C. Hafen manager herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property located in LINCOLN County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION. Further described as APN: 08-061-27

**ACCELERATION CLAUSE:** Beneficiary may declare all sums secured hereby immediately due and payable in the event Trustor Grants, transfers or assigns all or any part of the herein described property without having first obtained beneficiary's written consent to do so, provided however, that the delivery of a Mortgage or Deed of Trust, which is subordinate to this Deed of Trust, is not considered to be such a grant, transfer or assignment.

**THIS DEED OF TRUST IS BEING RECORDED AS A 1st TRUST DEED**

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 or renewal thereof, in the principal sum of \$ 267,266.65 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:

COUNTY	DOCUMENT NO.	BOOK	PAGE
Lincoln	41292	0 mtgs.	467

(which provisions, identical in all counties) 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 the Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ 250,000.00 and with respect to attorney's fees provided by for covenant 7 the percentage shall be as reasonable as determined by a court with jurisdiction.



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The undersigned Trustee requests that any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinabove set forth.

STATE OF NEVADA }

COUNTY CLARK }

On OCTOBER 9, 2009  
Before me, a Notary Public, personally appeared

Todd L. Smith  
Todd L. Smith

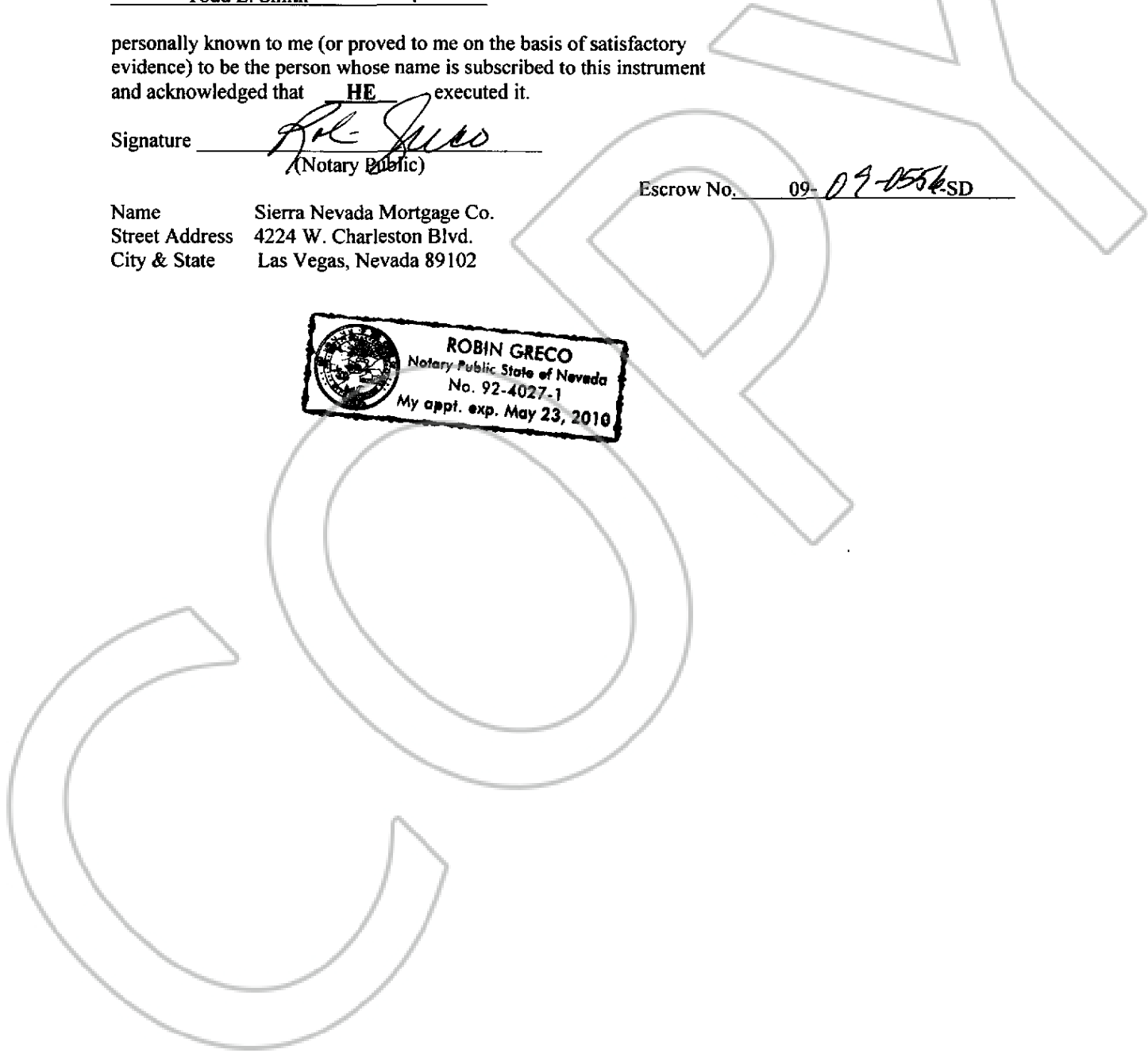
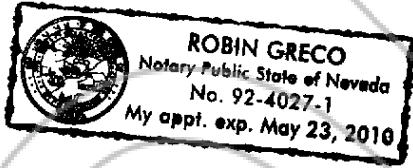
Todd L. Smith

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that HE executed it.

Signature [Signature]  
(Notary Public)

Escrow No. 09-09-0566-SD

Name: Sierra Nevada Mortgage Co.  
Street Address: 4224 W. Charleston Blvd.  
City & State: Las Vegas, Nevada 89102





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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property situate in the County of Lincoln, State of Nevada,  
described as follows:

Being a portion of the South Half (S ½) of Section 16, T.7 S., R. 61 E., M.D.B.&M.,  
more particularly described as follows:

Parcel 1 of that certain map recorded December 6, 2005 in the Office of the County  
Recorder of Lincoln County, Nevada in Book C of Plats, page 148 as File No. 125583  
Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2009-2010: 08-061-27