

Official RecordRecording requested By
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$41.00

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RPTT:

Recorded By: DP

Book- 257 Page- 0104



0136132

A.P.N.: 004-031-05
File No: 101-2397534 (CAC)

When Recorded Return To:
Dean L. Pickett Successor Trustee
1270 South Cedar Bluff
Cedar City, UT 84720

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made July 9, 2010, between **Alamo RV Park, LLC, a Nevada limited liability company, TRUSTOR**, whose address is **P.O. BOX 672, Alamo, NV 89001, First American Title Insurance Company, TRUSTEE**, and **Dean L. Pickett Successor Trustee of The Pickett Family Trust dated May 25, 1999, dated May 25, 1999, BENEFICIARY**, whose address is **1270 South Cedar Bluff, Cedar City, UT 84720**.

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 SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 61 EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT THREE (3) IN BLOCK FORTY-FOUR (44) OF PLOT "A" OF ALAMO TOWNSITE; THENCE EAST A DISTANCE OF 141.8 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST A DISTANCE OF 354.2 FEET TO A POINT; THENCE IN A NORTH-EASTERLY DIRECTION A DISTANCE OF 496 FEET TO A POINT, THENCE WEST 334 FEET TO A POINT; THENCE SOUTH 483 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 22, 1999 IN BOOK 142, PAGE 359 OF OFFICIAL RECORDS AS INSTRUMENT NO. 112966.

EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 61 EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT THREE (3) IN BLOCK FORTY-FOUR (44) OF PLOT "A" OF ALAMO TOWNSITE, THENCE RUNNING EAST 141.8 FEET TO A POINT, THENCE CONTINUING EAST 354.2 FEET, THENCE RUNNING IN A NORTHEASTERLY DIRECTION 248, FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHEASTERLY 248 FEET, THENCE RUNNING WEST 334 FEET, THENCE SOUTH 241.5 FEET, THENCE RUNNING EAST 344.1 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE NORTHERLY ONE-HALF (1/2) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE GRANTORS HEREIN BY MARY E.



DAVENPORT, ON JULY 1, 1971, AND RECORDED IN BOOK 2 OF OFFICIAL RECORDS AT PAGE 264, L.C. RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 25, 1971 IN BOOK 2, PAGE 382, AS INSTRUMENT NO. 50710.

NOTE: PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE A PROPERLY ENGINEERED LEGAL DESCRIPTION MUST BE SUBMITTED TO THE TITLE DEPARTMENT FOR REVIEW.

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 forty two thousand and 00/100ths dollars (\$142,000.00)** 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

