

BOOK *434* PAGE *302-304*  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*First American Title*  
2006 APR -4 PM 3:20

A.P.N.: 001-213-01 and 001-221-01  
File No: 152-2231211 (MJ)

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES *16.00*

**204427**

When Recorded Return To:  
Lawrence L. Melka and Vickie L. Melka  
3802 No 2476 East  
Filer, ID 83328

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made February 21, 2006, between **David R. Clark and Terri L. Clark, husband and wife, TRUSTOR**, whose address is **1650 Alpine Road, Fernley, NV 89408, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Lawrence L. Melka and Vickie L. Melka, husband and wife as joint tenants with rights of survivorship, BENEFICIARY**, whose address is **3802 No 2476 East, Filer, ID 83328**.

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

#### PARCEL 1:

**PARCEL A OF PARCEL MAP FOR EDWARD AND HELEN MELKA RECORDED JULY 23, 1996 AS FILE NO. 164217, FILED IN THE OFFICE OF THE COUNTY RECORDER, EUREKA COUNTY, NEVADA, BEING A DIVISION OF GOVERNMENT LOT 1 OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 53 EAST, M.D.B.&M.**

#### PARCEL 2:

**THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 11 TOWNSHIP 19 NORTH, RANGE 53 EAST, M.D.B.&M.**

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 **Sixty five thousand and 00/100ths dollars (\$65,000.00)** 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: **February 22, 2006**

  
\_\_\_\_\_  
David R. Clark

  
\_\_\_\_\_  
Terri L. Clark

STATE OF NEVADA )

:SS.

COUNTY OF EUREKA )

This instrument was acknowledged before me on

February 24, 2006 by

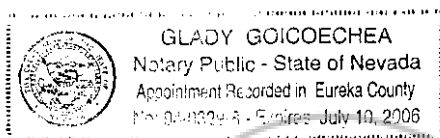
David R. Clark and Terri L. Clark

Gladys Goicoechea

Notary Public

(My commission expires:

July 10, 2006)



204427