

A.P.N.: 002-034-05  
File No: 151-2269680 (KA)

When Recorded Return To:  
D.K & R.C. LLC  
9345 Oakley Court  
Reno, NV 98521

BOOK **435** PAGE **244-245**  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*First American Title*  
2006 MAY -2 PM 2:09  
EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES **15<sup>00</sup>**

**204561**

## DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made April 24, 2006, between **Kim R. Cole, TRUSTOR**, whose address is **5056 Tenabo Avenue, Crescent Valley, NV 89821, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **D.K & R.C. LLC, BENEFICIARY**, whose address is **9345 Oakley Court, Reno, NV 98521**.

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

**LOT 9 IN BLOCK 16, OF CRESCENT VALLEY RANCH AND FARMS, INC, UNIT NO. 1 AS SHOWN ON THE MAP THEREOF RECORDED APRIL 06, 1959 AS FILE NO. 34081, FILED IN THE OFFICE OF THE COUNTY RECORDER, EUREKA 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 **Eleven thousand and 00/100ths** dollars (**\$11,000.00**) 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

