

This form is used in connection with deeds of trust insured under the one-in-four-family provisions of the National Housing Act.

# DEED OF TRUST

LSMC # 295181 BANK # 905

THIS DEED OF TRUST, made this 7TH day of JULY, 19 78, by and between JERRY SAMSON AND CHARON SAMSON, HUSBAND AND WIFE

hereinafter called Grantor, and BANKERS LAND INVESTMENT COMPANY, A CORPORATION Trustee, and TRANSAMERICA MORTGAGE COMPANY, A CALIFORNIA CORPORATION, a Corporation organized and existing under the laws of CALIFORNIA, hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular.

WITNESSETH: WHEREAS, the said Grantor is justly indebted to the said Beneficiary in the sum of TWENTY-NINE THOUSAND AND NO/100\*\*\* Dollars (\$ 29,000.00) legal tender of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, in the words and figures following, to wit:

\$ 29,000.00 LAS VEGAS, Nevada, JULY 7, 19 78  
FOR VALUE RECEIVED, the undersigned promise(s) to pay to TRANSAMERICA MORTGAGE COMPANY, A CALIFORNIA CORPORATION

or order, the principal sum of TWENTY-NINE THOUSAND AND NO/100\*\*\* (\$ 29,000.00), with interest from date at the rate of NINE AND ONE HALF per centum ( 9.50 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of SAID CORPORATION in LAS VEGAS, Nevada, or at such other place as the holder hereof may designate in writing in monthly installments of TWO HUNDRED FORTY-THREE AND 89/100 Dollars (\$ 243.89 ), commencing on the first day of SEPTEMBER, 19 78 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST, 2008.

If default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Presentment, protest, and notice are hereby waived. The drawers and endorsers of this note also waive the benefit of any homestead, exemption, valuation or appraisement laws as to this debt.

In the event of the transfer of said property and assumption of indebtedness secured hereby, a fee of \$35.00 will be charged.

Jerry Samson  
JERRY SAMSON  
Charon Samson  
CHARON SAMSON

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the Grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey and confirm, unto the said Trustee, its successors and assigns, all that certain parcel of land situated in CLARK County of STATE OF NEVADA, described as follows:

SEE ATTACHED

Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in connection with the real estate herein described.  
TO HAVE AND TO HOLD the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.  
IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:  
First, - To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any sum of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions

Previous edition is obsolete.



assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the Beneficiary acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Grantor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof the Beneficiary may pay the same, and that the Grantor will promptly deliver the official receipts therefor to the Beneficiary.

5. That the Grantor will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss he will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That the Grantor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

7. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the next maturing installment of such indebtedness.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That the Grantor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes the Trustee, without waiving or affecting its right to foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of the Grantor.

10. That notice of the exercise of any option granted herein, or in the note secured hereby, to the Beneficiary is not required to be given, the Grantor hereby waiving any such notice.

11. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

12. The benefits of the covenants herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first hereinbefore written.

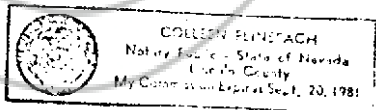
Address of Grantor:  
22 SPRING STREET  
CALIENTE, NEVADA 89008

*Jerry Samson*  
JERRY SAMSON  
*Jerry Samson*  
JERRY SAMSON

STATE OF NEVADA )  
                          ) ss:  
COUNTY OF LINCOLN )

On this 17<sup>th</sup> day of JULY, 1978, personally appeared before me, the undersigned, a notary public in and for the county and State aforesaid, JERRY SAMSON AND CATARON SAMSON, HUSBAND AND WIFE, known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Lincoln, the day and year in this Certificate first above written.



*Colleen Flinspach*  
Notary Public,  
County of LINCOLN, State of Nevada

My Commission expires SEPT 20, 1981

That certain parcel of land, situate in the City of Caliente, Nevada, and being that portion of the E 1/2 E 1/2 NW 1/4 of Section 8, T4S R67E, MDB & M, mor particularly described as follows:

All that portion of the E 1/2 NE 1/4 NW 1/4 Section 8, T4S R67E, MDB & M, particularly described as commencing at the center of said Section 8, thence North along the East line of said NW 1/4 1,561.15 feet, thence West, at right angles to said East line of said NW 1/4 514.40 feet to the true point of beginning of this parcel; thence north parallel with said East line, 54.13 feet, thence West at right angles 121.00 feet, thence South 54.13 feet along a line parallel with the distart East 24.50 feet (Measured at right angles from the west line of said E 1/2 NE 1/4 NW 1/4, and thence East at right angles to said parallel line, 121.00 feet to the true point of beginning.

EXCEPTING THEREFROM all minerals and mineral rights as reserved by the Los Angeles and Salt Lake Railroad Company in that certain deed recorded September 15, 1959, in Book L-1, Real Estate Deeds, page 221, Lincoln County records.

No. 62368  
FILED AND RECORDED AT REQUEST OF  
Minnesota Title Company  
July 25, 1978  
AT 45 MINUTES PAST 10 O'CLOCK  
A. M. IN BOOK 16 OF OFFICIAL  
RECORDS, PAGE 240 LINCOLN  
COUNTY, NEVADA  
*[Signature]*  
COUNTY RECORDER