

## Lincoln County

No. 63367

FILED AND RECORDED AT REQUEST OF

CHERMAC BUILDERS

November 17, 1978

AT 1 MINUTES PAST 1 O'CLOCK

P.M. IN BOOK 18 OF OFFICIAL

RECORDS, PAGE 228 LINCOLN

COUNTY, NEVADA.

County Recorder

## RECORDING REQUESTED BY

When Recorded Mail to

**Nevada National Bank**

Real Estate

P.O. Box 1866

Las Vegas, Nevada 89101

Space Above this Line for Recorder's Use

## DEED OF TRUST &amp; ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 14th day of November 1978 between

CHERMAC BUILDERS, a sole proprietorship

whose address is 2204 Geronimo Way Las Vegas Nevada

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, a National banking association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in

Lot Thirty-Six (36) in The Alamo South Subdivision, Tract No. 1, Unit No. 1 to the town of Alamo, Nevada.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing and appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 23,400.00 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA

COUNTY OF Lincoln

On this 14th day of November 1978,

personally appeared before me, a Notary Public,

Everett A. McGhee, Jr. who acknowledged

that he executed the above instrument.

## SIGNATURE OF TRUSTOR

CHERMAC BUILDERS, a sole proprietorship

By: Worth M. McGhee

Everett A. McGhee, Jr.

NOTARY PUBLIC  
Notary Public - State of Nevada  
LINCOLN COUNTY  
Susan C. Amos  
My Commission Expires June 6, 2002

BR-80 9/77

BOOK 28 PAGE 228

## Lincoln County

### TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep and protect in good condition and repair, not to damage or deteriorate any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all sums for labor performed and materials furnished thereon, and at the sum secured hereby, of any part thereof, being claimed for the construction with plans and specifications, and property, Trustor also agrees, anything in the Deed to the contrary notwithstanding (a) to complete same in accordance with plans and specifications, and property, to Beneficiary; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by certified mail, sent to his last known address, or by personal service of the same; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereto, not in conflict of permit as issued, not to exceed the cost of such alterations or improvements; (e) to abate, mitigate, fumigate, paint and do all other acts which from the character or use of said property, or as may be reasonably necessary, the public authorities herein not excluding the general. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing in detail by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with Loss Payable to said Beneficiary. Said insurance Policies shall be in form and content, and for such term, and in such corporation as may be satisfactory to the hereinabove, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts.

(3) Not less than 60 days prior to the expiration of any said insurance policy, a policy or policies renewing or extending and expiring insurance shall be delivered to the hereinabove, together with a copy of the premium receipt for payment of the premium therefor he also to be delivered to said Beneficiary to obtain and maintain the even and sufficient coverage (except) for payment of the premium therefor he also to be delivered to said Beneficiary by the Trustor, but Beneficiary shall be under no obligation to do so, and the Trustor shall be responsible for the payment of the premium therefor by Beneficiary, shall not release Trustor from any obligation hereunder. Neither Trustee nor Beneficiary shall be responsible for failure to collect for the collection of any insurance money, or for any insufficiency of any insurer or insurance underwriter. And all unexpired insurance shall stand to the benefit of, and paid to the purchaser of the property covered hereby at the Trustor's sole risk hereunder.

(4) To defend and maintain in force any other insurance policy which may be applied by Beneficiary upon any indebtedness secured hereby and in such order as shall be determined by Beneficiary, or any part thereof may be released to Trustor. Such application or release shall not in any way affect or waive any right or notice of default or notice of acceleration of any note or any part thereof may be released to Trustor.

(5) Should Trustor sell, convey, transfer, dispose of or otherwise transfer and property, or any part thereof, or any interest therein, or agree to do, without consent of Beneficiary being first obtained, then Beneficiary shall have the right at his option to declare all sums secured hereby forthwith due and payable. Consent to any such transaction shall not be deemed to be a waiver of the right to require no consent to future successive transactions. If this Deed of Trust or any other security held by Beneficiary contains any provision conferring on Beneficiary the right to demand any penalty, fee or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to demand pursuant to such provision, and such other shall be paid prior to the due date thereof stated in and Note of this Deed, even if notwithstanding Trustor shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

(6) Beneficiary may charge Trustor a reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or notice relating to this Deed of Trust or the indebtedness hereby secured, including, but not limited to, notice showing the information specified on chapter 103, section 103-100, 103-101, 103-102, 103-103, 103-104, 103-105, 103-106, 103-107, 103-108, 103-109, 103-110, 103-111, 103-112, 103-113, 103-114, 103-115, 103-116, 103-117, 103-118, 103-119, 103-120, 103-121, 103-122, 103-123, 103-124, 103-125, 103-126, 103-127, 103-128, 103-129, 103-130, 103-131, 103-132, 103-133, 103-134, 103-135, 103-136, 103-137, 103-138, 103-139, 103-140, 103-141, 103-142, 103-143, 103-144, 103-145, 103-146, 103-147, 103-148, 103-149, 103-150, 103-151, 103-152, 103-153, 103-154, 103-155, 103-156, 103-157, 103-158, 103-159, 103-160, 103-161, 103-162, 103-163, 103-164, 103-165, 103-166, 103-167, 103-168, 103-169, 103-170, 103-171, 103-172, 103-173, 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